

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

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December 31, 2004

TO: LIHEAP SERVICE PROVIDERS

SUBJECT: 2005 LIHEAP Contract

Enclosed is your 2005 Low-Income Home Energy Assistance Program (LIHEAP) Contract, allocation spreadsheet, exhibits, and program eligibility guidelines (60% of State Median Income). The contract term is January 1, 2005 through December 31, 2005.

To ensure that there are no gaps in service delivery, the Department of Community Services and Development (CSD) will distribute the total 2005 LIHEAP Allocation based on the unofficial notification of the final federal LIHEAP grant award for the 2005 Program Year (PY). If the funding allocation should change after receiving the official notice of grant award, an amendment may be distributed. Utilizing the modified Three Factor Formula (TFF) as implemented in 2004 PY, CSD will distribute 100 percent of the unofficial 2005 federal LIHEAP grant award, \$2.46 million in leveraging funds, and \$1.32 million in 2002/2003 carryover funds. You will be happy to note that the 2005 LIHEAP Grant Award is over \$4 million more than last year.

Additionally, CSD recently received word that the President released \$100 million of the \$300 million in Emergency Contingency Funds (ECF). California's ECF allocation was approximately \$2.7 million and will be released as a contract amendment in the near future.

Contract Change Highlights

The following are highlights of the significant changes resulting from the comments received to the DRAFT 2005 LIHEAP contract:

- Pursuant to Exhibit B.3.A, CSD will issue one working capital advance equal to twenty-five percent (25%) of the full amount of your contract. The estimated number of households to be served through the non-consideration program (Energy Crisis Intervention Program - Electric and Gas) has been removed due to the implementation of the new Fast Track Supplemental Benefit.
- EXCESS REVENUE and INTEREST INCOME: The timeframes to expend excess revenue and/or interest income have been removed. Excess revenue and/or interest income expenditures may now be reported during the bimonthly reporting periods or during the close-out process and may be expended in any allowable LIHEAP activity.
- TRAVEL: Mileage reimbursement in excess of 30-miles (one-way) or 60-miles (round trip) to a Multi-Unit Dwelling (MUD) unit was added to the contract. Reimbursement is limited to a single round trip per day, regardless of the number of individual MUD units completed.

- **LABOR REIMBURSEMENT WHEN SUBCONTRACTING:** When the installation of a weatherization measure is shared between a subcontractor and weatherization crew members, and there are billable labor hours, reimbursement may be submitted for the subcontracted expenditure, plus the actual labor hours incurred by crew members at the approved labor rate. In the event that there are no billable labor hours for weatherization crew members, contractor may claim reimbursement for incurred labor costs in addition to the subcontractor expenditure. Under this circumstance, reimbursement for incurred labor costs shall be based upon the labor rate of the employees involved in the performance of the subcontractor service. This labor can be calculated by using a modified version of the approved crew labor rate model or by the reporting of actual labor costs. Any labor rate, other than the approved crew labor rate, shall be determined by the Contractor, and must be submitted to CSD for review and approval, prior to its application or use by Contractor for reimbursement purposes.
- **WEATHERIZATION REIMBURSEMENT:** Language was added permitting reimbursement of outreach and dwelling assessments/diagnostics when conditions preclude the installation of weatherization measures. Maximum reimbursement levels and new reimbursement rates were increased for the following measures: Ceiling Insulation, Microwave Oven, Programmable Thermostat, and Heating Source; Interior Wall Furnace, Exterior Wall Direct Vent Furnace, and Other types not listed. Additional footnotes were added.
- **CONTRACTOR POST WEATHERIZATION INSPECTION ACTIVITY:** The provision requiring the completion of a post-inspection within 15-days of a dwelling weatherized was removed. Post inspections are required on twenty-five percent (25%) of the completed units reported in a reporting period.
- **RECORD KEEPING RESPONSIBILITIES:** Language requiring staff payroll records and timesheets to substantiate actual labor hours billed to CSD was replaced with the requirement that Contractors shall maintain appropriate source documentation to justify job references and total job hours.
- **CONTRACTOR ASSURANCES:** Procurement language on competitive bidding was clarified regarding the purchase, lease, or subcontracting for any articles, supplies, equipment, or services obtained from vendors or subcontractors.
- **EQUIPMENT PURCHASES:** The 2005 PY incorporates the application of Duct Blaster diagnostic testing as a new optional measure. To assist agencies with the purchase and acquisition of Duct Blasters, the 2005 PY contract incorporates a special provision allowing the reimbursement of duct blasters purchases as a major equipment purchase. Please note that this provision is limited to the 2005 PY, and will be omitted for the 2006 PY; therefore, we encourage agencies to fully assess their equipment needs with respect to Duct Blaster units and budget for purchases under the 2005 PY. Additional information regarding duct diagnostic and Duct Blaster is forthcoming and will be provided at the upcoming 2005 Regional Workshops.

Please use the 2005 PY LIHEAP Income Eligibility Guidelines as a basis of determining income eligibility for services under the 2005 PY.

To facilitate the closeout of 2004 non-consideration program (Electric and Gas, Fast Track) components, the final date to enter 2004 PY applications into CLASS is Friday, January 14, 2005. If your agency has received a contract extension, information regarding the final date to enter 2004 PY applications will be provided via the CLASS Help desk.

On Tuesday, January 18, 2005, CLASS will be available to accept the input and processing of 2005 PY LIHEAP applications. During the interim, you are encouraged to provide outreach and intake services using the 2005 SMI guidelines.

Due to the extensive programmatic changes, the 2005 PY will be viewed as a transitional year to provide opportunity for the network to adapt to these changes and request modifications as needed. To further assist the network with understanding and complying with programmatic changes, the department plans to provide extensive training in these areas at the upcoming 2005 Regional and Sub-Regional Workshops. During the transitional period, should your agency experience any difficulty with understanding or require additional assistance with incorporating any of the 2005 PY LIHEAP changes to internal process/systems, please contact your Field Representative to receive additional training and technical assistance.

My sincere appreciation to the Weatherization Task Force for their active participation in the development of the 2005 LIHEAP Contract, and to the LIHEAP Service Providers who submitted comments to the draft contract. Your input serves as a valuable resource to CSD as we continuously seek to improve in all areas addressing the energy needs of California's low-income population.

I look forward to our continued partnership in the 2005 Program Year.

Sincerely,

[Original Signed by Maxine Duruisseau for](#)

TIMOTHY M. DAYONOT
Director

Enclosure

Sixty Percent of State Median Income for 2005 LIHEAP

Size of Family Unit or Number in Household	Federal Percentage of Base (\$39,460.00)	Monthly Income	Yearly Income
1	52%	\$1,709.92	\$20,519
2	68%	\$2,236.08	\$26,833
3	84%	\$2,762.17	\$33,146
4	100%	\$3,288.33	\$39,460
5	116%	\$3,814.42	\$45,773
6	132%	\$4,340.58	\$52,087
7	135%	\$4,439.25	\$53,271
8	138%	\$4,537.92	\$54,455
9	141%	\$4,636.58	\$55,639
10	144%	\$4,735.17	\$56,822
11	147%	\$4,833.83	\$58,006
12	150%	\$4,932.50	\$59,190
13	153%	\$5,031.17	\$60,374
14	156%	\$5,129.83	\$61,558
15	159%	\$5,228.42	\$62,741
Annual income amounts for family sizes greater than six persons were determined based on the following calculation: Add 3% to 132% for each additional family member; multiply the new percentage by the yearly dollar amount (\$39,460.00 four-person family. Example: Household size of 7: 132% + 3% = 135% x \$39,460.00= \$53,271 (rounded) / 12 = \$4,439.25 per month.			

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2005 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM CONTRACT
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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Exhibit A, Section 2., pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended, hereafter referred to as LIHEAP) and Government Code Section 16367.5 et seq., as amended.

2. The services shall be performed in the following service area:

3. Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	700 North 10 th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

Exhibit A, Attachment I
ZIP CODE CROSS-REFERENCE
January 2005

COMMUNITY ENHANCEMENT SERVICES							MARAVILLA FOUNDATION				
90024	90263	91203	91334	91402	91608		90004	91006	91110	91510	93585
90025	90264	91204	91335	91403	91609		90005	91007	91114	91754	93586
90027	90265	91205	91337	91404	91610		90010	91009	91115	91755	93590
90028	90272	91206	91340	91405	91614		90016	91010	91116	91775	93591
90029	90290	91207	91341	91406	91615		90018	91011	91117	91776	
90036	90291	91208	91342	91407	91616		90019	91012	91118	91778	
90038	90292	91209	91343	91408	91617		90020	91016	91214	91801	
90039	90293	91210	91344	91409			90022	91017	91221	91802	
90046	90294	91301	91345	91410			90023	91020	91222	91803	
90048	90295	91302	91346	91411			90026	91021	91224	91804	
90049	90296	91303	91352	91412			90031	91023	91225	91841	
90056	90401	91304	91353	91413			90032	91024	91226	91896	
90064	90402	91305	91356	91416			90033	91025	91310	91899	
90066	90403	91306	91357	91423			90034	91030	91321	93243	
90067	90404	91307	91361	91426			90035	91031	91322	93510	
90068	90405	91308	91362	91436			90040	91046	91350	93532	
90069	90406	91309	91364	91501			90041	91066	91351	93534	
90077	90407	91311	91365	91502			90042	91076	91354	93535	
*90094	90408	91312	91366	91503			90058	91077	91355	93536	
90209	90409	91313	91367	91504			90063	91101	91380	93539	
90210	90410	91316	91372	91505			90065	91102	91381	93543	
90211	90411	91324	91376	91506			90201	91103	91382	93544	
90212	91040	91325	91392	91521			90202	91104	91383	93550	
90213	91041	91326	91393	91522			90270	91105	91384	93551	
*90230	91042	91327	91394	91523			90640	91106	91385	93552	
90231	91043	91328	91395	91605			91001	91107	91386	93553	
90232	91201	91331	91396	91606			91002	91108	91507	93563	
90233	91202	91333	91401	91607			91003	91109	91508	93584	

CHANGES: * ZIP Code added

Exhibit A, Attachment I
ZIP CODE CROSS-REFERENCE
January 2005

Pacific Asian Consortium in Employment				Veterans in Community Services, Inc.						** Los Angeles County ZIP Codes Served by the Orange County CAA
90001	90060	90307		90239	90670	90807	91722	91792		90631
90002	90061	90308		90240	90671	90808	91723	91793		90632
90003	90062	90309		90241	90701	90809	91724			90633
90006	*90071	90310		90242	90702	90810	91731			
90007	90220	90311		90255	90703	90813	91732			
90008	90221	90312		90262	90704	90814	91733			
90009	90222	90501		90274	90706	90815	91734			
90011	90223	90502		90275	90707	90822	91740			
90012	90224	90503		90280	90710	90823	91741			
90013	90245	90504		90601	90711	90831	91744			
90014	90247	90505		90602	90712	90832	91745			
90015	90248	90506		90603	90713	90833	91746			
90017	90249	90507		90604	90714	90834	91747			
90021	90250	90508		90605	90715	90835	91748			
90030	90251	90509		90606	90716	90840	91749			
90037	90254	90510		90607	90717	90842	91750			
90043	90260	90723		90608	90731	90844	91765			
90044	90261	90745		90609	90732	90845	91766			
90045	90266	90746		90610	90733	90846	91767			
90047	90267	90747		90631	90734	90847	91768			
90050	90277	90749		90637	90744	90848	91769			
90051	90278			90638	90748	90853	91770			
90052	90301			90650	90801	91702	91773			
90053	90302			90651	90802	91706	91780			
90054	90303			90652	90803	91711	91788			
90055	90304			90660	* 90804	91714	91789			
90057	90305			90661	90805	91715	91790			
90059	90306			90662	90806	91716	91791			

CHANGES: * ZIP Code added

** Orange County residents are serviced by Community Action Partnership of Orange County. All other residents are referred to the appropriate local service provider.

Exhibit A, Attachment I
ZIP CODE CROSS-REFERENCE
January 2005

San Diego - Area B		San Diego-Imperial Service Area - Area A	
Metropolitan Area Advisory Committee		Campesinos Unidos, Inc.	
91901	92113	91941	92101
91902	92114	91942	92102
91905	92135	91945	92103
91906	92139	92003	92104
91910	92154	92004	92105
91911	92173	92007	92106
91913		92008	92107
91915		92024	92108
91916		92025	92109
91931		92026	92110
91932		92027	92111
91934		92028	92112
91935		92036	92115
91947		92037	92116
91948		92054	92117
91950		92055	92118
91963		92056	92119
91977		92059	92120
91978		92060	92121
91980		92061	92122
92009		92064	92123
92014		92065	92124
92019		92067	92126
92020		92068	92127
92021		92069	92128
92022		92070	92129
92040		92075	92130
92053		92082	92131
92066		92083	92133
92071		92084	92137
92079		92086	92145

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Note to file: Minor adjustments made to font size and references to contract sections to make this file match ITS automated pages B1-B2. See hidden text for what should be in the 2006 contract. DGF

1. Consideration

- A. The total consideration payable by the State to Contractor under this Agreement shall be allocated as shown on the project-funding page that is attached to the face sheet of this Agreement and that is hereby incorporated by this reference.
- B. The total amount budgeted for Administrative Costs shall not exceed the limits as described in Exhibit B, Section 4., Budget Definitions. Adherence to Exhibit E, Additional Provisions, Section 4., Contractor Assurances and Certifications, is required and is not altered by the provisions of this section. Expenditures in excess of the budget total shall not be reimbursed by the State.

2. Nonconsideration Programs

- A. ECIP: Electric and Gas (Fast Track)

ECIP Fast Track funds listed below shall not be made a part of the total consideration for this Agreement but shall be for Contractor's use as described in Exhibit B, Budget Detail and Payment Provisions, 3., Programmatic Provisions, A. Payments, 4) ECIP Payments, item b. ECIP Electric and Gas (Fast Track); and Exhibit F, Programmatic Provisions, Section 15. Special Provisions – ECIP Activities, item A., which reflects the total amount of funds designated for Contractor's Fast Track Program and the implementation period.

ECIP Fast Track Allocation

<u>County</u>	<u>Allocation</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total \$ _____	

- B. HEAP: Electric and Gas Allocation

The amounts allocated to the HEAP Electric and Gas Program are listed below and are described in Exhibit B. These funds shall not be made a part of the total consideration for this Agreement but shall be for Contractor's use as described in Exhibit B, Budget Detail and Payment Provisions, 3. Programmatic Provisions, A. Payments, 3) HEAP Payments, item b. HEAP Electric and Gas Payments; and Exhibit F, Programmatic Provisions, 11. Special Provisions - Assurance 16 Activities:

EXHIBIT B
(Standard Agreement)

HEAP Electric and Gas Allocation

<u>County</u>	<u>Allocation</u>	<u>Estimated Number of Households</u>
_____ \$ _____	_____	
_____ \$ _____	_____	
_____ \$ _____	_____	
_____ Total	\$ _____	

3. Programmatic Provisions

A. Payments

1) Advance Payments

- a. Upon written request by Contractor, the State may issue an advance payment to Contractor in an amount not to exceed 25 percent of the available amount of this Agreement as set forth on the STD. 213, item 3. Contractor shall submit an advance payment request on agency letterhead or on the CSD LIHEAP reporting forms.
- b. In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25 percent of the total consideration of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment on agency letterhead or on the CSD LIHEAP reporting forms. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current bimonthly expenditure report(s).
- c. CSD will initiate repayment of advance payments outstanding after the close of the second quarter of the contract term or whenever the unexpended contract balance reaches 40% of the total consideration, whichever comes first. The State shall begin applying approved expenditures to the outstanding advance balance, thereby offsetting any subsequent reimbursements. The State shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described immediately above). In that case, the State shall apply the entire reimbursement amounts against the outstanding advance balance.

EXHIBIT B
(Standard Agreement)

2) Subsequent Payments

- a. Subsequent payments to Contractor shall be contingent upon receipt by the State of the bimonthly expenditure and activity reports as required by Exhibit B, Budget Detail and Payment Provisions, 3. Programmatic Provisions, item B. Reporting, of this Agreement. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.
- b. Contractor shall be entitled to obtain a maximum average reimbursement of \$2,744 per dwelling unit weatherized for applying the conservation measures and activities described in Exhibit B, Budget Detail and Payment Provisions, Attachment I, Payment Guidelines for Weatherization Activities. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act, the maximum average reimbursement shall be \$3,156 per dwelling unit.
- c. The State of Emergency or Local Emergency includes a weather event relating to cold or hot weather, flood, earthquake, tornado, hurricane, ice storm/freeze; or an event meeting such other criteria as the Governor and/or the President, at their discretion, and/or their designee may determine to be appropriate.
- d. In dwelling units in which the heating/cooling unit must be replaced or repaired, Contractor may expend a maximum average reimbursement of no more than \$4,234. This limitation includes all weatherization measures installed.
- e. Contractor shall invoice the State for accrued ECIP (excluding Fast Track) Heating and Cooling Service (ECIP HCS) expenditures as required in Exhibit B, Budget Detail and Payment Provisions, 3. Programmatic Provisions, B. Reporting, item 1), Bimonthly Reports, of this Agreement.
- f. Contractor shall invoice the State for accrued HEAP Wood, Propane, and Oil expenditures as required in Exhibit B, Budget Detail and Payment Provisions, 3. Programmatic Provisions, B. Reporting, item 1), Bimonthly Reports.

EXHIBIT B
(Standard Agreement)

3) HEAP Payments

a. Wood, Propane, and Oil

- i. Contractor shall make payments for these activities as set forth in Exhibit F, Programmatic Provisions, Section 15. Special Provisions – ECIP Activities, B. Payment Guidelines, item 6).
- ii. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP-FT, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans.

b. HEAP Electric and Gas Payments

- i. CSD has indicated the total allocation and the number of households to be assisted on Exhibit B, Budget Detail and Payment Provisions, 2. Nonconsideration Programs, item B. HEAP: Electric and Gas Allocation.
- ii. Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be made, payable to the applicant.
- iii. Contractor shall be responsible for monitoring the California LIHEAP Automated Services System (CLASS) on-line reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).

EXHIBIT B
(Standard Agreement)

- iv. To determine client's energy burden, Contractor shall collect and maintain copies of all of the household's energy utility bills for the current month and, if applicable, receipt(s) for wood, propane, and oil.
- v. Contractor shall utilize either the CLASS On-Line Entry method or, if precertified, the Database Transfer method to transmit client data. Contractor shall submit the data in accordance with the CLASS Reference Manual and CSD's data entry standards. Contractor shall assure that adequate files are maintained, as required in Exhibit F, Programmatic Provisions, Section 4, Record-Keeping Responsibilities.
- vi. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP-FT, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans.
- vii. Contractor shall utilize the CLASS On-Line Entry method to transmit data for those clients completing a dual-purpose Energy Intake Form, CSD 43, who wish to apply for the California Alternate Rates for Energy (CARE) program with Pacific Power and Light and Avista Utilities.
- viii. Contractor shall expedite CARE only applications, Reduced Rate Program, Energy Intake Form, CSD 44, for Pacific Power and Light and Avista Utilities to CSD daily or no less than twice weekly. Contractor shall send a copy of the intake form and attachments as specified below to:

HEAP
P.O. Box 1947
Sacramento, CA 95812-1947

Mark the envelope "CARE APPS."
- ix. Contractor shall ensure the confidential handling of data provided either by applicants or CSD regarding either LIHEAP and/or the CARE Program.

4) ECIP Payments

- a. Wood, Propane, and Oil
 - i. Contractor shall make payments for these activities as set forth in Exhibit F, Programmatic Provisions, Section 15.

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Special Provisions – ECIP Activities, B. Payment Guidelines, item 6).

- ii. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP-FT, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, and the LIHEAP Eligibility and Verification Guide.

b. ECIP Electric and Gas (Fast Track)

- i. Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company.
- ii. Fast Track payments shall only be made when one or more of the following conditions exists:
 - (a) The applicant must have received a disconnection notice, a 24- or 48-hour disconnection notice, or other utility service disconnection notice that would imply a life-threatening and/or emergency situation;
 - (b) Applicant's utility service has been terminated;
 - (c) Applicant requires assistance with establishing a new energy account; or
 - (d) Energy-related crisis or life-threatening emergency exists within the applicant's household.

The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company (-ies) and/or a mobile home park that owns its own power source(s), or a submetering billing service with the statutory authority to shut off utility services.

Note: An emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, in which case Fast Track payment(s) shall not be made.

- iii. To determine the client's energy burden, Contractor must collect and maintain copies of all of the household's energy

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utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil.

- iv. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, and the LIHEAP Eligibility and Verification Guide.
- v. Contractor shall ensure the confidential handling of data provided either by applicants or CSD regarding either LIHEAP and/or the CARE Program.
- vi. Contractor shall make payment guarantees with utility companies for clients experiencing a life-threatening energy crisis within 18 hours of completing intake and within 48 hours of completing intake for all other energy crises.
- vii. ECIP Fast Track benefits shall be determined using a Fast Track base amount and, when applicable, an agency-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:
 - (a) Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.
 - (b) When only issuing a Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.
 - (c) Contractor shall ensure that the maximum total Fast Track benefit amount (ECIP Fast Track plus supplemental benefit amount) does not exceed \$1,000.

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- (d) Contractor shall provide full justification by documenting the client file(s) to include the amount of charges and verification by the utility company.
 - (e) Contractor shall provide Fast Track supplemental benefits in accordance with Exhibit F, Programmatic Provisions, Section 15. Special Provisions – ECIP Activities.
- c. ECIP Heating and Cooling Service (ECIP HCS)
 - i. ECIP expenditures for HCS shall be reimbursed through the LIHEAP Bimonthly Assurance 16/Intake/ECIP/HEAP Expenditure/Activity Report, CSD 670. Maximum reimbursement rates and conditions differ when providing these activities under a crisis situation and when providing these activities under the Weatherization portion of this Agreement.
 - ii. For emergency ECIP Heating and Cooling Services provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services.
 - iii. Permit and disposal fees are acceptable expenses and may be charged only once to ECIP HCS, or LIHEAP Weatherization, or Department of Energy (DOE) Weatherization, per weatherized dwelling, in the event ECIP HCS are performed in conjunction with these programs. Permit and disposal fee reimbursement does include crew member staff time and will be reimbursed based on the actual cost of the fee and actual labor hours.
 - iv. Contractor shall request from CSD no more than one reimbursement per heating and/or cooling unit repaired or replaced per household.
 - v. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Exhibit H, ECIP-FT, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans.
- d. Disaster/Emergency Services Provided Under ECIP

In the event of a disaster and/or an emergency declared by a local government, the Governor, or the President, Contractor may

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provide other energy-related services, such as blankets, generators, alternate fuel, etc., not specifically outlined in this Agreement to relieve an individual emergency. Contractor shall provide full justification by documenting the client file(s). Contractor shall invoice the State for these expenditures using the "Other" line item on the LIHEAP Bimonthly Assurance 16/Intake/ECIP/HEAP Expenditure/Activity Report, CSD 670.

B. Reporting

1) Bimonthly Reports

- a. Contractor shall ensure that bimonthly expenditure and activity reports, provided by CSD, for Weatherization, Assurance 16, Intake, ECIP and HEAP (excluding Fast Track and HEAP), are submitted with an original signature and received by the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period. The issuance of other CSD contracts, including reimbursement payments, to the Contractor shall be contingent upon timely receipt of the required reports of this Agreement.
- b. Due dates for bimonthly reports to CSD are as follows:

<u>Bimonthly Report Period</u>	<u>Report Due Dates</u>
January-February 2005	March 15, 2005
March-April 2005	May 15, 2005
May-June 2005	July 15, 2005
July-August 2005	September 15, 2005
September-October 2005	November 15, 2005
November-December 2005	January 15, 2006

2) HEAP and ECIP (Fast Track) Electric and Gas Reports

Utilizing reporting options available within the CLASS On-Line System, Contractors shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: a listing of HEAP/ECIP clients assisted for a specified period, Applicant Service History (summary of repeat customers), detailed client information (social security number, address, utility company, intake data, and client status), summarized county energy costs and burden, benefit amounts and totals (expenditures), returned benefits, summary of vulnerable populations groups served, and a year-to-date goal status summary.

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3) Close-out Report

Contractor shall submit, on the appropriate CSD forms, a financial and programmatic close-out report return all unexpended funds to the State within 90 calendar days after expiration of this Agreement. Final reimbursement to Contractor, if owed, shall be contingent upon receipt of this close-out report by the State. Administrative and outreach costs shall not exceed the maximum allowable amounts. Administrative costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative costs that exceed these limits shall be disallowed. Subsequent payments for subsequent LIHEAP or other CSD contracts shall also be contingent upon timely receipt of the close-out report of this Agreement. The issuance of other CSD contracts including reimbursement to the Contractor shall be contingent upon receipt of the close-out report of this Agreement.

4) Review

- a. The State shall review Contractor's bimonthly program operations reports and evaluate Contractor's demonstrated ability to effectively utilize all funds available under this Agreement.
- b. An amendment to the total consideration of this Agreement may occur as a result of the State's review of Contractor's performance related to program and fiscal operations.

5) Excess Revenue/Interest Income

Effective with this agreement, Contractors shall use 2004 PY {Program Year} and Prior Years LIHEAP Excess Revenue and Interest Income Expenditure and Close-out Report, CSD 733F, to report excess revenue and/or interest income earned. Contractor may expend excess revenue and/or interest income to perform any allowable LIHEAP activity.

4. Budget Definitions

A. Cost Reporting

All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

B. Administrative Costs

- 1) Administrative Costs shall mean costs for accounting, auditing, monitoring assistance, and like services necessary to sustain the direct

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effort involved in administering a grant program or an activity providing services to the grant program.

- 2) Local governments shall use OMB Circular A-87 (Cost Principles for State and Local Governments) as a guide for determining administrative costs.
- 3) Private, nonprofit corporations shall use OMB Circular A-122 (Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.
- 4) Reimbursement for weatherization administrative costs shall not exceed eight percent of the cumulative allowable program expenditures for weatherization.
- 5) Reimbursement for administrative costs for Assurance 16, ECIP, and HEAP shall not exceed the amount as set forth on the funding information page attached to the face sheet of this Agreement and is contingent upon the expenditure of cumulative allowable program funds.
- 6) Contractor shall not use other federal funds or CSBG funding for LIHEAP planning and administrative costs as based on the calculation described in Exhibit B, Budget Detail and Payment Provisions, Section 4. Budget Definitions, B. Administrative Costs, items 4) and 5) above. These costs must be paid from nonfederal funding sources.

C. Assurance 16 Costs

Assurance 16 costs and its related services include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Assurance 16 shall be allocated at five percent (5%) of the total allocation and shall be reimbursed for actual cost at up to five percent (5%), contingent upon the expenditure of the cumulative allowable Consideration and Nonconsideration allocation. Assurance 16 costs include needs assessment, client education, counseling, and coordination with utility companies.

D. Program Costs (Weatherization)

Program costs are all allowable costs other than Administrative Costs.

E. Program Costs (ECIP)

Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs include

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nonadministrative costs for outreach; its related services; Fast Track; wood, propane, and oil payments; and HCS.

F. Program Costs (HEAP Wood, Propane, and Oil)

Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs include nonadministrative costs for outreach, its related services, and wood, propane, and oil payments.

G. Outreach Costs (ECIP, HEAP, and Weatherization)

Outreach costs shall be considered a program activity and include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Outreach shall be allocated at five percent (5%) of the total ECIP, HEAP, and Weatherization allocations and shall be reimbursed at actual cost up to five percent (5%).

H. Intake Costs

Intake costs shall be considered a program activity and include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Intake shall be allocated at two percent (2%) of the total LIHEAP allocation and shall be reimbursed at actual cost up to two percent (2%) of the total LIHEAP contract allocation. Intake in excess of two percent (2%) may be charged as an administrative cost.

I. Training Costs (Weatherization)

- 1) Weatherization training costs shall be considered a program activity and shall include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Training shall be allocated at two percent (2%) of the total Weatherization allocation and shall be reimbursed at actual cost up to two percent (2%) of the Weatherization allocation.
- 2) Training costs shall include expenditures resulting from internal Contractor training, safety training, attendance of weatherization-related training and/or workshops sponsored by utility companies, DOE, CSD, and/or other organizations offering a component of weatherization training such as: Lead-Safe Weatherization Training, Basic Weatherization

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Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training.]

- 3) Associated costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a weatherization measure for reimbursement. Contractor shall comply with the Weatherization training requirements as described Exhibit F, Additional Provisions, Section 14. Training Activities – Weatherization, item A.
- 4) Weatherization travel and per diem costs related to the participation and attendance to policy advisory committees and work groups will be reimbursed as an administrative cost in accordance with Exhibit B, Budget Detail and Payment Provisions, Section 4, Budget Definitions.

J. Payment Guidelines

- 1) The State shall pay Contractor for each completed dwelling at the rates listed on Exhibit B, Budget Detail and Payment Provisions, Attachment I, Payment Guidelines for Weatherization Activities, which is attached and incorporated by this reference, not to exceed the average per dwelling unit costs as described in Exhibit B, Budget Detail and Payment Provisions, Section 3. Programmatic Provisions, A. Payments, 2) Subsequent Payments, item b.; and Exhibit B, 3. A. 4) ECIP Payments, c. ECIP Heating and Cooling Service, item i., provided that Contractor does not request payment for the same activity/measure, except for intake and dwelling assessment, from any other source. Contractor shall request from CSD no more than one reimbursement per HCS per household using either the ECIP or Weatherization portion of this Agreement. Contractor may claim credit only for allowable measures and activities performed under this Agreement. In addition to the applicant eligibility criteria set forth in Exhibit F, Programmatic Provisions, Section 8. ECIP/HEAP/Weatherization Applicant Eligibility, and Service Priority, A. Eligibility ECIP/HEAP/Weatherization, each dwelling unit shall be assessed for eligibility.
- 2) Contractor shall maintain for each dwelling that reimbursement is claimed a Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, and a Weatherization Building Check and Job Order Sheet, CSD 540.
- 3) Mileage

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized. Contractor may claim mileage reimbursement for travel to Single Family Dwelling (SFD) and Multi-Unit Dwelling (MUD)

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Units in which travel exceeds a distance of 30 miles (one way) from Contractor's material storage site or headquarters. Contractor shall maintain records and source documentation in such a manner to substantiate mileage claims by individual dwelling weatherized. The following defines the conditions for mileage reimbursement applicable to dwellings weatherized:

- a. Single Family Dwelling (SFD) Unit - SFD Unit is defined as a one-unit, single-family dwelling or as a one-unit, single residential housing dwelling with two to four attached units.
 - i. Contractor may claim a travel surcharge equivalent to one (1) labor hour for each completed, weatherized SFD Unit within 30 miles (one way) of the Contractor's material storage site or headquarters. Contractor may only claim the SFD travel surcharge upon completion of the SFD Unit and is limited to a single surcharge per completed SFD Unit.
 - ii. For SFD Units in excess of 30 miles (one way) from Contractors material storage or headquarters, Contractor may claim mileage in addition to the SFD travel surcharge for each completed, weatherized SFD Unit. Contractor may claim mileage at a rate of \$.66 per mile for each mile in excess of 30 miles (one way) or 60 miles round-trip. Mileage reimbursement is limited to a single round trip, per completed SFD Unit; and Contractor may only claim the travel surcharge and mileage reimbursement upon the completion of the SFD Unit.
- b. Multi-Unit Dwelling (MUD) Unit is defined as a residential complex with five or more units.
 - i. Contractor may claim a MUD travel surcharge of \$3.00 for each individual, weatherized unit within a MUD complex located within 30 miles (one way) of the Contractor's material storage site or headquarters. Contractor may only claim the MUD travel surcharge upon completion of the individual MUD Unit and is limited to a single surcharge per completed unit.
 - ii. For MUD Units in excess of 30 miles (one way) from Contractors material storage or headquarters, Contractors may claim mileage in addition to the MUD travel surcharge. Contractor may claim mileage at a rate of \$.66 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a

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single round-trip per day, for travel to a MUD complex in excess of 30-miles (one way) or 60 miles round trip, regardless of the number of individual completed units. Contractor may claim the MUD travel surcharge and mileage upon completion of each individual MUD Unit.

- c. All other travel-related expenses not directly related to the weatherization of dwellings are subject to reimbursement as described in Exhibit D, Special Terms and Conditions, Section 1, Travel and Per Diem.

5. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

6. Attachments

The following attachments to this exhibit are hereby incorporated by this reference:

- A. Attachment I Payment Guidelines for Weatherization Activities
- B. Attachment II 2005 LIHEAP Weatherization Budget, CSD 557D (Rev. 10/04)
- C. Attachment III 2005 LIHEAP Assurance 16/Intake/ECIP/HEAP Budget, CSD 537E (Rev. 10/04)

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ATTACHMENT I: PAYMENT GUIDELINES FOR WEATHERIZATION ACTIVITIES

1. Reimbursement for dwelling assessment activities shall be made only for dwelling units weatherized under the terms of this Agreement. However, should the safety check of combustion appliances reveal hazards or other unsafe conditions requiring repair that preclude envelope-tightening measures and cannot be eliminated, Contractor shall be allowed to claim reimbursement for outreach, performed assessment/diagnostic activities, and for the installation of measures identified by the footnotes listed at the end of this section.
2. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.
3. For those weatherization measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor hours of weatherization crew members at the approved labor rate and the actual cost of the materials up to the maximum rate. The labor rate includes travel time, down time, supervision, inspection, support staff hours, and related operating expenses; therefore, Contractor shall not bill additional labor hours for these costs.
4. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain from their field representative, on a case-by-case basis, prior written approval to exceed the maximum. Costs that exceed the maximum allowed for any measure with a chargeable line item shall not be billable to Minor Envelope Repairs or any other line item. No other CSD program can be used to offset those costs that exceed the maximum for any measure charged under another CSD program.
5. When costs for a measure exceed the maximum reimbursement allowed, the measure may be deferred, at the Contractor's option, due to the additional costs. If the required minimum number of measures cannot be installed due to the deferred measures, then the entire unit shall be deferred.
6. When the installation of a measure is subcontracted and there are billable labor hours for weatherization crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours incurred by crew members at the approved labor rate.
7. When the installation of a measure is subcontracted and there are no billable labor hours for weatherization crew members, Contractor shall bill, in addition to the subcontracted expenditure, actual labor hours incurred by other personnel associated with the direct facilitation of that subcontracted measure. The approved labor rate will not be allowable for other personnel under these circumstances. A modified fixed labor rate determined by the Contractor or actual labor costs shall be used. Any modified fixed labor rate that

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is to be used must be submitted to CSD for approval prior to requesting reimbursement for these costs.

8. Contractor shall bill the actual labor hours incurred by weatherization crew members or other personnel associated with the direct facilitation of the disposal of appliances and the procurement of permits. Labor hours for other personnel are billable only if there are no billable hours for weatherization crew members for these services. The approved labor rate will be allowable for weatherization crew members only. For other personnel, a modified fixed labor rate determined by the Contractor or actual labor costs shall be used. Any modified fixed labor rate that is to be used must be submitted to CSD for approval prior to requesting reimbursement for these costs.
9. All remaining weatherization measures are reimbursed at the fixed fee rates as noted on the following pages.
10. Contractor's approved labor rate is:

\$ per hour per person.

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ASSESSMENTS/DIAGNOSTICS	PER DWELLING
Unit Assessments	
Units with attics	\$65.00 ¹
Units without attics	\$40.00 ¹
Combustion Appliance Safety Test (when applicable)	
Pre-Test	\$70.00
Post-Test	\$40.00
(when applicable)	
Blower Door Test	\$75.00 ²
(Mandatory when applicable)	
Duct Leakage Test (with Blower Door)	
Pre-Test	\$30.00
Post-Test	\$30.00
(when applicable)	
Duct Leakage Test (with Duct Blaster)	
Pre-Test	\$60.00 ³
Post-Test	\$50.00 ³
(when applicable)	
Contractor Post Weatherization Inspection	Maximum 3 Hours ⁴
(Reimbursement of no more than 25% of the total weatherized dwellings is allowable for the actual time to perform the inspection activity and travel to and from the dwelling at the approved labor rate, up to a maximum of three hours per dwelling.)	

All feasible Health and Safety Measures, Insulation Measures, and Mandatory Measures must be installed before Optional Measures are provided.

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HEALTH AND SAFETY MEASURES	PER DWELLING
<p>Health or Safety Hazard Repair or Replacement, per dwelling: (Indicate on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, what health or safety conditions are to be addressed.) Includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF).</p>	
Carbon Monoxide Alarm	
Line-cord or Hard-wired, one or more	Maximum \$189.00 ⁵
Lithium Battery, one or more	Maximum \$135.00 ⁵
(Must be installed if there are operating carbon monoxide-producing appliances.)	
Gas Cooking Appliance	
Repair and Maintenance	Maximum \$348.00 or 50% of Replacement ^{6, 7, 8}
Replacement, Range or Cook Top	Maximum \$695.00 ^{6, 7, 8}
Gas Water Heater	
Repair	Maximum \$490.00 ^{6, 7, 8} or 50% of Replacement
Replacement, Closed Combustion	Maximum \$750.00 ^{6, 7, 8}
Replacement, Open Combustion	Maximum \$980.00 ^{6, 7, 8}
Heating Source Repair	
Exterior Wall Direct Vent Furnace	Maximum \$450.00 ^{6, 7, 8, 9, 10}
Forced Air Unit (FAU)	Maximum \$753.00 ^{6, 7, 8, 9, 10}
Floor Furnace	Maximum \$518.00 ^{6, 7, 8, 9, 10}
Interior Wall Furnace	Maximum \$660.00 ^{6, 7, 8, 9, 10}
Mobile Home Furnace	Maximum \$618.00 ^{6, 7, 8, 9, 10}
Other Types Not Listed	Max. \$1,000.00 ^{6, 7, 8, 9, 10, 11, 12}
Package Unit	Maximum \$1,170.00 ^{6, 7, 8, 9, 10}
Wood Fueled Appliance	Maximum \$900.00 ^{6, 7, 8, 9, 10, 13} or 30% of Replacement for all heater types
Heating Source Replacement	
Exterior Wall Direct Vent Furnace	Maximum \$1,500.00 ^{6, 7, 8, 10}
Forced Air Unit (FAU)	Maximum \$2,510.00 ^{6, 7, 8, 10}
Floor Furnace	Maximum \$1,725.00 ^{6, 7, 8, 10}
Interior Wall Furnace	Maximum \$2,200.00 ^{6, 7, 8, 10}
Mobile Home Furnace	Maximum \$2,060.00 ^{6, 7, 8, 10}
Other Types Not Listed	Maximum \$3,000.00 ^{6, 7, 8, 10, 11, 12}
Package Unit	Maximum \$3,900.00 ^{6, 7, 8, 10}
Wood-Fueled Appliance	Maximum \$3,000.00 ^{6, 7, 8, 10, 13, 14}

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MANDATORY MEASURES

If feasible, Insulation Measures must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Priority Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

PRIORITY
INSULATION MEASURES

Attic Venting, per dwelling	Maximum \$355.00 ^{5, 15}	
Ceiling Insulation	Ceiling ⁵	Kneewall ⁵
R-11, per square foot	\$.54	\$.66
R-19, per square foot	\$.66	\$.74
R-30, per square foot	\$.74	N/A
R-38, per square foot	\$.88	N/A
Duct Insulation, per square foot	\$.95 ⁵	

NONPRIORITY
INFILTRATION REDUCTION MEASURES

PER DWELLING

Caulking, per dwelling	
Mobile Home	\$90.00 ^{16, 17}
Multi Unit	\$45.00 ^{16, 17}
Single Family	\$75.00 ^{16, 17}
Cover Plate Gaskets, per dwelling	\$33.00 ^{16, 17}
Duct and Register Repair/Replacement, per dwelling	Maximum \$1,223.00 ¹⁷
Glass Replacement, per dwelling	Maximum \$350.00 ^{17, 18}
Minor Envelope Repair, per dwelling	Maximum \$887.00 ^{13, 16, 17, 18, 19}
Sliding Glass Door, per dwelling	
Repair	Maximum \$400.00 ¹⁷
Replacement	Maximum \$950.00 ¹⁷
Weatherstripping, Hinged Exterior Door, per door	\$44.00 ^{16, 17}
Weatherstripping, Other, per linear foot	\$2.10 ^{16, 17, 20}
Window Replacement	Maximum Average \$825.00 ^{17, 18}

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GENERAL HEAT WASTE MEASURES**PER DWELLING**

Evaporative Cooler/Air Conditioner Vent Cover, per cover \$66.00 ¹⁶

Hot Water Flow Restrictor, per device

Faucet Restrictor \$8.00 ⁵

Hand-Held Low-Flow Showerhead \$35.00 ⁵

Low-Flow Showerhead \$27.00 ⁵

Water Heater Blanket, per blanket \$40.00 ⁵

Water Heater Pipe Wrap, per linear foot of pipe \$3.90 ⁵

ELECTRIC BASE LOAD MEASURES**PER DWELLING**

Compact Fluorescent Lamps

Hard-Wired, limit one per dwelling Maximum \$85.00 ⁵

Thread-based Compact, limit five per dwelling
for a maximum of \$70 per dwelling Maximum \$14.00 per bulb ⁵

Electric Water Heater, per dwelling

Repair Maximum \$350.00 ^{5, 8}
or 50% of Replacement

Replacement Maximum \$700.00 ^{5, 8}

Fluorescent Torchiere Lamp Replacement,

Limit one per dwelling Maximum \$75.00 ⁵

Refrigerator Replacement

Maximum \$1,032.00 ^{5, 21}

OPTIONAL MEASURES**PER DWELLING**

Ceiling Fans, per dwelling

Maximum \$176.00 ⁵

Electric Base Load, per dwelling

Air Conditioning Repair and Maintenance

Central Unit Max. \$1,100.00 ^{5, 6, 7, 8, 9, 10, 13, 21, 22}

Wall/Window Unit Max. \$ 448.00 ^{5, 6, 8, 9, 10, 13, 21, 22}

or 50% of Replacement for
all cooling types

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Air Conditioning Replacement, per dwelling	
Central Unit	Maximum \$2,200.00 ^{5, 7, 8, 10, 23}
Multi-Story Wall Unit	Maximum \$895.00 ^{5, 8, 10, 23}
Multi-Story Window Unit	Maximum \$685.00 ^{5, 8, 10, 23}
Single-Story Wall Unit	Maximum \$580.00 ^{5, 8, 10, 23}
Single-Story Window Unit	Maximum \$420.00 ^{5, 8, 10, 23}
Cooling Source Repair, Other Types Not Listed	Maximum \$250.00 ^{5, 6, 9, 10, 11} or 50% of Replacement for all cooling types
Cooling Source Replacement, Other Types Not Listed	Maximum \$500.00 ^{5, 6, 10, 11}
Electric Water Heater Timer, per timer	\$112.00 ⁵
Evaporative Cooler Installation, per dwelling	
New Roof Unit	Maximum \$975.00 ^{5, 7, 8, 10, 23}
New Wall Unit	Maximum \$850.00 ^{5, 7, 8, 10, 23}
New Window Unit	Maximum \$780.00 ^{5, 7, 8, 10, 23}
Replace Roof Unit	Maximum \$850.00 ^{5, 7, 8, 10, 23}
Replace Wall Unit	Maximum \$655.00 ^{5, 7, 8, 10, 23}
Replace Window Unit	Maximum \$655.00 ^{5, 7, 8, 10, 23}
Evaporative Cooler Repair and Maintenance	Maximum \$488.00 ^{5, 7, 9, 10} or 50% of Replacement for all cooler types
Microwave Oven, per dwelling	Maximum \$284.00 ^{5, 24}
Floor Foundation Venting (Crawl Space Venting)	Maximum \$360.00 ^{5, 15}
Floor Insulation	
Over 36" clearance, per square foot	\$1.15 ^{5, 25}
Under 36" clearance, per square foot	\$1.40 ^{5, 25}
Shadescreens, per square foot	\$3.30 ⁵
Shutters, per square foot	\$6.00 ⁵
Storm Windows, per square foot	
Fixed, Glass Glazing	\$12.40 ¹⁶
Fixed, Polycarbonate	\$18.40 ¹⁶
Operable, Glass Glazing	\$13.90 ¹⁶
Operable, Polycarbonate	\$21.40 ¹⁶

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Thermostat, per dwelling	
Manual	\$65.00 ^{5, 26}
Programmable	\$157.00 ^{5, 26}
Tinted Window Film, per square foot	\$3.30 ⁵
Wall Insulation, Stucco and Wood, per square foot	\$1.05 ⁵

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FOOTNOTES SECTION

- 1 Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.

- 2 Following a determination that no combustion by-product hazards exist, pre-weatherization blower door testing is a mandatory activity on all mobile homes, manufactured homes, and all site-built dwellings with operable forced air units.

- 3 A duct leakage test using the Duct Blaster is a stand-alone test and cannot be charged in conjunction with the Blower Door Test.

- 4 An inspection of twenty-five percent (25%) of the total number of dwellings weatherized under this Agreement must be completed in accordance with CSD Inspection Policies and Procedures. Reimbursement shall not exceed the maximum twenty-five percent (25%) limit. A maximum of 25% of the total dwellings reported in a reporting period shall be inspected and shall continue through the contract term. If due to rounding, the number of required inspections does not equal 25%, the number of required inspections performed shall be rounded up and the maximum reimbursement limit will be increased accordingly. Reimbursement is allowable for the actual labor hours of the inspection activity including travel at the approved labor rate, up to a maximum of three hours per dwelling.

- 5 If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the non-envelope sealing measures identified by this note.

- 6 May be classified as mandatory if safety hazard exists. May be installed as an optional measure if no safety hazard exists.

- 7 If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.

- 8 Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.

- 9 Repairs include cleaning and filter replacement.

- 10 These maximums apply to heating and cooling source repairs and replacements under ECIP HCS with the exceptions as noted in Exhibit B, Budget Detail and Payment

EXHIBIT B
(Standard Agreement)

Provisions, Section 3. Programmatic Provisions, 4) ECIP Payments, item c. ECIP Heating and Cooling Service (ECIP HCS).

- 11 Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.
- 12 Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
- 13 Also refer to the Energy Conservation Measures and Activity Definitions listed in Exhibit G, Materials Standards That Are Not Included in the CSD Weatherization Installation Standards, and Exhibit I, Definitions.
- 14 A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds 50 percent (50%) of replacement cost or existing unit is not a listed and labeled stove.
- 15 Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.
- 16 When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. (Refer to the Building Shell/Blower Door Use sections of the CSD Weatherization Installation Standards.) Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
- 17 When applying infiltration-reducing measures in conjunction with blower door testing, the crew hours set forth in the charts in Appendix A of the CSD Weatherization Installation Standards may be increased up to double the applicable amount for no more than the first 15 units weatherized by crews without prior experience. Does not apply when one or more crew members have participated in blower door weatherization of 15 or more dwellings.
- 18 Costs that exceed the maximums in Glass Replacement cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average over all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement. Refer to Exhibit I, Definitions, for a definition of Minor Envelope Repair.
- 19 When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only.

EXHIBIT B
(Standard Agreement)

Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.

- 20 Includes sliding glass doors. Does not include weatherstrip applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
- 21 Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
- 22 Do not perform if dwelling has an operative evaporative cooler.
- 23 Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement. Contractor must contact CSD to schedule training.
- 24 Cabinet retrofits are only allowed for built-in microwaves that have been replaced and are reimbursable under Minor Envelope Repair.
- 25 Crawl space height shall be documented on the Weatherization Building Check and Job Order Sheet.
- 26 Manual Thermostats may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.

**EXHIBIT B - ATTACHMENT II
2005 LIHEAP WEATHERIZATION BUDGET**

Contractor:		Contract Number:	Telephone Number:
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By:	E-mail Address:		Fax Number:
SECTION A - ADMINISTRATIVE COSTS		COLUMN A	COLUMN B
1.	Administrative Costs	\$	\$
SECTION B - OTHER PROGRAM COSTS			
2.	Liability Insurance	\$	\$
3.	Training (Not to exceed 2% of Section D Total Budget)		
4.	Vehicle and Equipment - Acquisition Costs		
5.	Total Other Program Costs	\$	\$
SECTION C - PROGRAM COSTS			
6.	Intake (Eligibility Determination) (Up to 2% of Section D Total Budget)	\$	\$
7.	Direct Program Activities		
8.	Outreach (Must equal 5% - see instructions)		
9.	Workers' Compensation		
10.	Total Program Costs	\$	\$
SECTION D - TOTAL BUDGET (Lines 1, 5, 10)		\$	\$
SECTION E - TOTAL HOUSEHOLDS		#	#

**INSTRUCTIONS
EXHIBIT B – ATTACHMENT II
2005 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 12/04)**

SECTION A – ADMINISTRATIVE COSTS

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs for Columns A and B. Administrative costs include salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone travel, accounting, audit, office supplies, and miscellaneous.

SECTION B – OTHER PROGRAM COSTS

Line 2 – Liability Insurance - Enter the amount of funds allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable) in Columns A and B.

Line 3 – Training - Enter the amount of funds allocated for weatherization-related training, both internal and external, in Columns A and B. Costs include actual labor costs, training materials, admissions, and travel expenditures. Training costs must not exceed 2% of the total Weatherization Budget.

Line 4 – Vehicle and Equipment – Acquisition Costs - Enter the amount of funds allocated for acquisition cost (actual cost to purchase) of Vehicles and Equipment in Columns A and B. Include only those purchases that are over \$5,000 per unit with the exception of Duct Blasters. **For 2005 only**, Duct Blasters may be purchased through this line item.

Line 5 – Total Other Program Costs - Enter the sum of lines 2 through 4 for Columns A and B.

SECTION C – PROGRAM COSTS

Line 6 – Intake - Enter the amount of funds allocated for Intake activities in Columns A and B.

Line 7 – Direct Program Activities - Enter the amount of funds allocated for Direct Program Activities in Columns A and B. Includes costs associated with the installation of measures including labor, materials, subcontractors, disposal fees, permits, travel and Duct Blasters.

Line 8 – Outreach - Enter the amount of funds allocated for Outreach activities in Columns A and B, i.e., flyers, brochures, advertisements, etc.

Note: Outreach is 5% of the total weatherization budget, excluding carryover. For Column A, this amount is 5% of the amount in A. on page 2 of the consideration page of the contract. For Column B, this amount is 5% of the total amount of A. and B. on page 2 of the consideration page of the contract.

Line 9 – Workers’ Compensation - Enter the amount of funds allocated for workers’ compensation for program staff in Columns A and B. Do not include workers’ compensation for salaries allocated to administrative costs.

Line 10 – Total Program Costs - Enter the sum of lines 6 through 9 for Columns A and B.

SECTION D – TOTAL BUDGET

Enter the sum of lines 1, 5, and 10 for Columns A and B. Verify the total allocation as provided by CSD.

SECTION E – TOTAL HOUSEHOLDS

Enter the number of households projected to be weatherized during the 2005 Program Year in Columns A and B.

EXHIBIT B - ATTACHMENT III
2005 LIHEAP ASSURANCE 16/INTAKE/ECIP/HEAP BUDGET

Contractor:		Contract Number:	Telephone Number:
Prepared By:		E-mail Address:	Fax Number:
SECTION A - ASSURANCE 16 PROGRAM BUDGET			
1.	Assurance 16 Activities		\$
SECTION B - INTAKE PROGRAM BUDGET (ECIP AND HEAP)			
2.	Intake (eligibility determination) (up to 2% of LIHEAP allocation, excluding Weatherization Intake)		\$
SECTION C - ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)			
3.	Administrative Costs		\$
SECTION D - ECIP PROGRAM BUDGET			
4.	Cooling Service Repair/Replacement Implementation Period from _____ to _____		\$
5.	Heating Service Repair/Replacement Implementation Period from _____ to _____		
6.	Other ECIP Heating and Cooling Program Costs		
7.	SUBTOTAL ECIP Heating and Cooling Services Budget (Lines 4 through 6)		\$
8.	Outreach (5% of total ECIP allocation)		
9.	Wood/Propane/Oil Payments Implementation Period from _____ to _____		
10.	Other ¹		
11.	TOTAL ECIP Program Budget (Lines 7 through 10)		\$
SECTION E - HEAP OUTREACH/WPO BUDGET			
12.	Outreach (5% total HEAP allocation)		\$
13.	Wood/Propane/Oil Payments		
14.	TOTAL HEAP Outreach/WPO Budget		\$
SECTION F - NONCONSIDERATION BUDGET (ECIP AND HEAP)			
15.	Fast Track Electric and Gas Payments Implementation Period from _____ to _____		\$
16.	HEAP Electric and Gas Payments		\$
SECTION G - TOTAL BUDGET (Lines 1, 2, 3, 11, 14, 15, 16)			\$
SECTION H - ECIP PROGRAM HOUSEHOLDS			
17.	Cooling Service Repair/Replacement		#
18.	Heating Service Repair/Replacement		
19.	Wood/Propane/Oil Households		
20.	Other ¹		
21.	TOTAL ECIP Program Households		#
SECTION I - HEAP WOOD/PROPANE/OIL HOUSEHOLDS			#

¹ Used only for households receiving emergency assistance.

**INSTRUCTIONS
EXHIBIT B – ATTACHMENT III
2005 LIHEAP ASSURANCE 16/INTAKE/ECIP/HEAP BUDGET
CSD 537E (Rev. 12/04)**

SECTION A – ASSURANCE 16 PROGRAM BUDGET

Line 1 – Assurance 16 Activities - Enter the amount of funds allocated for Assurance 16 Activities.

SECTION B – INTAKE PROGRAM BUDGET (ECIP AND HEAP)

Line 2 – Intake - Enter the amount of funds allocated for Intake activities.

SECTION C – ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)

Line 3 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs. Administrative Costs include salaries, wages, workers compensation, and fringe benefits for administrative staff, accounting, audit, facilities, office equipment and supplies, telephone, training and travel for administrative staff, utilities, and miscellaneous expenditures. Expenditures for Intake in excess of 2% can be charged to Administrative Costs.

SECTION D – ECIP PROGRAM BUDGET

Lines 4 through 6 - Enter the amount of funds allocated for Cooling Source Repairs and Replacements, Heating Source Repairs and Replacements, and Other ECIP HCS Program Costs. Other ECIP HCS Program Costs and Travel consists of disposal fees, permits, lead-safe weatherization materials, and travel. For disposal fees, permits and travel, weatherization guidelines apply.

Line 7 – Subtotal ECIP Heating and Cooling Program Costs – Enter the sum of lines 4 through 6.

Lines 8 through 10 – Enter the amount of funds allocated for Outreach (limited to 5% of total ECIP allocation), Wood/Propane/Oil Payments, and Other (Households Receiving Emergency Assistance).

Line 11 – Total ECIP Program Budget - Enter the sum of lines 7 through 10.

SECTION E – HEAP OUTREACH/WPO BUDGET

Lines 12 through 13 – Outreach and Wood/Propane/Oil Payments - Enter the amount of funds allocated for HEAP Outreach and WPO payments.

Line 14 – Total HEAP Outreach/WPO Budget - Enter the sum of lines 12 and 13.

SECTION F – NONCONSIDERATION BUDGET (ECIP AND HEAP)

Lines 15 through 16 – Fast Track Electric and Gas Payments and HEAP Electric and Gas Payments - The Fast Track Electric and Gas and HEAP Electric and Gas allocations are provided.

SECTION G – TOTAL BUDGET

Enter the sum of lines 1, 2, 3, 11, 14, 15, and 16.

SECTION H – ECIP PROGRAM HOUSEHOLDS

Lines 17 through 20 – ECIP Program Households - Enter the number of projected Cooling Source Repairs and Replacements, Heating Source Repairs and Replacements, Wood/Propane/Oil Households, and Other (Households Receiving Emergency Assistance).

Line 21 – Total ECIP Program Households - Enter the sum of lines 17 through 20.

SECTION I – HEAP WOOD/PROPANE/OIL HOUSEHOLDS

Enter the number of projected WPO Households to be served.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement shall become a valid, enforceable agreement only after both parties sign it.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

5. Indemnification

Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

EXHIBIT C
(Standard Agreement)

6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Nondiscrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Timeliness

Time is of the essence in this Agreement.

EXHIBIT C
(Standard Agreement)

11. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise so provided.

12. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

13. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with, that:

- A. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

14. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

15. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Union Activities

For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

EXHIBIT C
(Standard Agreement)

By signing this Agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

- A. Contractor will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract;
- B. No State funds received under this Agreement will be used to assist, promote, or deter union organizing;
- C. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the State property is equally available to the general public for holding meetings; and
- D. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Travel and Per Diem

- A. Contractor's programmatic-related travel costs and per-diem reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, Section 599.619, and 599.631, dated October 1, 2001, and as amended from time to time.
- B. Contractor's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Contractor's policies and procedures.

2. Conflict of Interest

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Insurance and Fidelity Bond

A. General Requirements

1) Third-Party Insurance

- a. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- b. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- c. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of

EXHIBIT D
(Standard Agreement)

the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.

- d. New Certificates of Insurance are subject to review for content and form by CSD.
- e. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- f. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- g. The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.

2) Self-Insurance

- a. When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- b. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- c. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

EXHIBIT D
(Standard Agreement)

- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

C. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

E. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

EXHIBIT D
(Standard Agreement)

4. Termination and Suspension

- A. Either party may terminate this Agreement at any time prior to its date of expiration upon 30 calendar day's notice to the other party. Such notice shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.
- B. Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

5. Lien Rights

The State retains lien rights on all funds advanced.

6. Subcontracts

- A. Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in Exhibit A, Scope of Work, Section 2.
- B. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a

EXHIBIT D
(Standard Agreement)

contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).

- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- F. Contractor shall ensure compliance with the audit requirements as described in Exhibit C, General Terms and Conditions, Section 4. Audit, and Exhibit E, Additional Provisions, Section 2. Audit Reports, contained within this Agreement, if subcontracting LIHEAP Weatherization, HEAP, or ECIP services.

7. Governing Board Resolution

Contractor assures that its governing body has adopted and passed a resolution specific to this Agreement, which shall be forwarded to the State and which includes, at minimum, the following provisions:

- A. Authorization for the submittal to the State of this Agreement, including all exhibits and assurances contained herein;
- B. The name and signature of the chairperson of the board; the date signed by the chairperson; and, if applicable, the date the resolution was ratified by the board of directors;
- C. Identification of the contract number and program;
- D. Authorization to and identification of the person/position certified as the official representative of the governing board to sign and enter into this Agreement and any subsequent amendments; and
- E. A statement, if subcontracting LIHEAP Weatherization, HEAP, or ECIP services with a nonprofit or local governmental entity, that identifies the name of the subcontracted entity, the types of LIHEAP services to be provided by that entity, and the service area where subcontracted activities shall occur.

EXHIBIT D
(Standard Agreement)

8. Contractor Licensing

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur.

9. Contractor's National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

10. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated

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the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

11. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- A. Segregation of duties appropriate to safeguard state assets;
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- D. Established practices to be followed in performance of duties and functions;
- E. Personnel of a quality commensurate with their responsibilities; and
- F. Effective internal reviews.

12. Codes of Conduct

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a

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financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in Office of Management and Budget Circular A-110, section 42.

13. Auditing Standards

- A. Contractor assures that it will comply with the auditing standards set forth in Exhibit D, Special Terms and Conditions, Attachment I, Department of Community Services and Development's (CSD) Supplemental Audit Guide, which is hereby incorporated by this reference.
- B. As required by the CSD Supplemental Audit Guide, Contractor shall ensure that its CPA or CPA firm includes supplemental statements of revenue and expenditure for all CSD contracts or programs in the single agency-wide audit. Contractor shall ensure that its CPA or CPA firm:
 - 1) Audits the supplemental statements of revenue and expenditures and includes a reconciliation between reported and audited costs.
 - 2) Identifies schedules by administrative and programmatic costs (direct and indirect/allocated) related to CSD contracts.
 - 3) Includes supplemental statements that identify excess revenue and interest income earned by CSD programs as well as any cumulative balances being carried by the agency.
- C. Contractor shall ensure that its CPA tests all indirect cost rates used in allocating costs to CSD programs and comments on the appropriateness of the allocation method being used. (If Contractor has an indirect cost allocation plan that has been approved by the agency's federal cognizant agency, this requirement does not apply.)
- D. Contractor shall have a system in place so that its client files contain supporting documentation and demonstrate compliance with this Agreement. Contractor's system shall include tracking or allocating hours and materials, cost per measure, and reimbursement claims to CSD. Contractor shall ensure that its CPA tests client files from each CSD program component for supporting documentation and program compliance for all applicable CSD contracts, as established by each contract's terms and conditions.
- E. Contractor shall ensure that its CPA fully reports on an agency's subsidiaries, wholly owned or otherwise, and all related, for-profit entities. If a separate audit of any subsidiary is not performed, Contractor shall ensure that its CPA fully discloses the activities of subsidiaries in the single agency-wide audit.

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14. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286 and 10286.1, and is eligible to contract with the State of California.

15. Domestic Partners

Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a Contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

16. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

17. Information Integrity and Security

Contractor is a non-State entity; and as such it certifies that it will safeguard access to State information resources, which includes the integrity and security of the State's automated files and databases. (State Administrative Manual Sections 4840.4, 4841.2, and 4841.3) Contractor shall establish appropriate policies and procedures for preserving the integrity and security of each automated file or database to include, at a minimum, the following:

- a. Appropriate levels of confidentiality for the data based on data classification (see State Administrative Manual Section 4841.3);
- b. Standards for transmission and storage of the data, if applicable;
- c. Agreement to comply with all State policy and law regarding use of information resources and data;
- d. Signed confidentiality statements for any officers, employees, and board members that may have access to State information assets in conducting business with the State;

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- e. Agreement to apply security patches and upgrades, and keep virus software up-to-date on all systems on which data may be used; and
- f. Agreement to notify the State data owners promptly if a security incident involving the data occurs.

18. Forms

CSD shall provide masters of the Energy Intake Form, and Contractor shall duplicate them for future use. Contractors shall utilize the web-based bimonthly reporting system available on CSD's website at <http://www.csd.ca.gov>. Contractor's equivalent forms (excluding the Energy Intake Form and the bimonthly reporting forms) must be approved by CSD.

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ATTACHMENT I: CSD SUPPLEMENTAL AUDIT GUIDE

Purpose: The purpose of this guide is to provide a tool that can be used by the independent auditor and CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD). All independent auditors and CPA Firms must follow this audit guide if the agency being audited is funded, totally or in part, by CSD contracts.

The primary focus of this guide is auditing and reporting on specific items of costs reported by CSD-funded agencies. The procedures outlined in this guide will, in most cases, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

This guide is not intended to be an auditing procedures manual but rather a guide that will assist the independent auditor and CPA firm in testing certain costs identified by CSD as needing more-detailed disclosure. Auditors performing the work related to this audit guide must still exercise professional judgment.

1. Auditor's Judgment

The auditor shall follow the procedures included in this audit guide unless in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. However, the auditor must justify in writing any change from the audit procedures suggested by this audit guide.

2. Selected Items of Cost: Weatherization Crew Hours

- A. Does the agency have a system in place to capture the actual hours each weatherization worker spends on each house? If so, document the system and report it to CSD.
- B. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting a representative sample. Trace the monthly closeout report totals for weatherization labor hours to the agency's monthly report summaries and then confirm this to the supporting source documents.

3. Inventory System

- A. The independent auditor or CPA firm must gather evidence as to the existence of the inventory listed as an asset on the balance sheet. Also, the closeout report on CSD contracts requires an inventory listing on items purchased with CSD contract funds. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist.

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- B. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

4. Subcontracts

Subcontracts must be arms-length agreements. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.

5. System of Internal Control

- A. Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of contractor billings submitted to CSD for the performance of the contract.
- B. The agency's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the agency being reviewed.

6. Administrative Cost Cap

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

7. Use of Indirect Cost Rates

- A. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
- B. Validate the indirect cost rate used by the agency.

8. Basis for Allocation of Costs

The independent auditor or CPA firm must identify the agency's basis for distributing costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable,

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and based on actual expenses incurred by the agency for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.

9. Going Concern and Subsequent Events

The independent auditor or CPA firm must provide a “positive assurance” statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the agency. Additionally, the independent auditor or CPA firm must provide “positive assurance” whether or not the agency will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

10. Representation Letter

A Representation Letter between the independent auditor or CPA firm and the agency must be forwarded to CSD. The Executive Director and the agency’s controller (or equivalent) must sign the Representation Letter.

11. Supplemental Statements

- A. Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the agency.
- B. The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs, and total reported expenses by budget line item. Please refer to Supplemental Audit Guide Attachment Nos. 1 and 2 for examples of the format to use for the required supplemental statements.

12. Testing of Transactions

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

- a. Agency’s internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources.

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- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Agency complied with applicable laws, regulations, and contract requirements.

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ADDITIONAL PROVISIONS

1. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

2. Audit Reports

- A. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 1994 Revision, as amended."
- B. Private, nonprofit contractors shall submit to CSD two (2) copies of the required audit report within six months of the end of the Contractor's fiscal year. Upon written request by the Contractor's CPA, which includes an explanation of why the audit cannot be submitted within six months of the end of the Contractor's fiscal year, CSD Audit Services Unit may grant an extension for submittal of the audit report not to exceed an additional 30 calendar days from the original due date.

The audit reports are to be submitted to the following address:

Department of Community Services and Development
Attention: Audit Services Unit
700 North 10th Street, Room 258
Sacramento, CA 95814

- C. Local governmental entities shall submit to CSD two copies of the required audit report within 30 calendar days after the completion of the audit but no later than nine months after the end of the audit period. The audit reports are to be submitted to the address stated in Exhibit E, Additional Provisions, Section 2. Audit Reports, B. above.

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

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State Controller's Office, Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

- D. Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

3. Suspension and Termination

- A. The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- B. If Contractor has failed to comply with the material terms of this Agreement, the State shall:
- 1) Notify the Contractor in writing by certified mail or personal service;
 - 2) Specify the effective date of the suspension;
 - 3) Specify the reasons for the suspension and what corrective action is expected;
 - 4) Give a specified period of time in which to take corrective action; and
 - 5) Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate the contract.
- C. A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
- D. New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the state in the notice of suspension.

4. Contractor Assurances and Certifications

- A. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621 et seq., as amended.

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- B. Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property purchased by Contractor with State funds. Such care shall include, but is not limited to, the following:
- 1) Maintaining insurance coverage against loss or damage to such property.
 - 2) Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.
- C. Purchases
- 1) Contractor assures that all supplies, materials, equipment, or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
 - 2) Contractor shall adhere to its established policies and procedures regarding the purchase, lease, or subcontracting for any articles, supplies, equipment, or services obtained from vendors or subcontractors having a per-unit cost in excess of \$5,000. Three competitive quotations shall be obtained or adequate justification maintained as to the absence of bidding. Policies and procedures shall be in conformance with OMB requirements contained in the following Circulars: A-102, Subpart C, or A-110 and approved by the Board of Directors. Noncompliance may result in a disallowance of the purchase/lease item(s) or subcontract. In cases of emergency where awarding a contract is necessary for the immediate preservation of public health, welfare, or safety, the three-bid process is not required.
 - 3) For purchase or lease of equipment having a per-unit cost of five thousand dollars (\$5,000) or more, Contractor shall prepare and submit a Request for Purchase/Lease Approval, CSD 558, to CSD prior to commencing purchasing/leasing activities. Noncompliance shall result in a disallowance of purchase/lease item(s).
- D. Contractor assures that it shall be in compliance with Federal and State Occupational Safety and Health Statutes, the California Safe Drinking Water and Toxic Enforcement Act of 1986, and Workers' Compensation laws.
- E. Contractor assures that ECIP, HEAP, Weatherization, Assurance 16, and Outreach activities are conducted in accordance with the priority plan(s), Exhibit H, ECIP-FT, HEAP, Weatherization, Assurance 16 and Outreach Priority Plans.

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- 1) Contractor assures that it shall conduct ECIP, HEAP, Weatherization, Assurance 16, and Outreach activities and provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy.
- 2) Contractor also assures that it shall conduct ECIP, HEAP, Weatherization, Assurance 16, and Outreach activities designed to assure that those eligible households with elderly individuals, disabled individuals, or children five years (5) and under and households with high energy burdens and high home energy needs are made aware of the assistance available under this Agreement.

F. Federal Certification Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4) Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

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G. Contract Administration

- 1) Contractors shall administer this Agreement in accordance with OMB requirements contained in the following Circulars: A-102, Subpart C, for public agencies or A-110 for nonprofit organizations.
- 2) Contractor shall conduct all procurement transactions in a manner to provide, to the maximum extent practical, open and free competition. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

H. Pro-Children Act of 1994

- 1) Contractor must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
- 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

I. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

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5. Compliance with Rules and Regulations

Activities of Contractor with respect to this Agreement shall be conducted in accordance with pertinent federal and state rules and regulations, including relevant Office of Management and Budget (OMB) Circulars and amendments thereto.

6. Provisions for Federally Funded Grants

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of Congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The State has the option to invalidate this Agreement under the 30-day cancellation clause or to amend this Agreement to reflect any reduction in funds.

7. Nondiscrimination Compliance

- A. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.
 - 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.

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6) Public Law 101-336, Americans with Disabilities Act of 1990.

B. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

8. Affirmative Action Compliance

A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more, shall be required to develop a written Affirmative Action Compliance Program.

B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.

C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

9. Political Activities

A. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.

B. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

10. Lobbying Activities

A. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other funds, programs, projects, or activities that flow from this Agreement.

B. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities, Exhibit J, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

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PROGRAMMATIC PROVISIONS

1. Amendments and Modifications

- A. Except for modifications transferring funds between Energy Crisis Intervention Program subcomponents of HCS and Wood/Propane /Oil, and except as stated in Exhibit F, Programmatic Provisions, Section 1. Amendments and Modifications, item B. below, CSD shall not approve amendment(s) and/or modification(s) that reallocate and/or transfer funds between and/or within program components.
- B. After March 15 of each program year, local administrative agencies that specified in their ECIP Local Funding Proposal to provide energy crisis intervention services until March 15 of each program year shall have the option of continuing to offer Energy Crisis Intervention Program services or requesting an amendment to reallocate a portion of or all unspent Energy Crisis Intervention Program funds into direct assistance payment services (HEAP –Electric and Gas, and WPO).

Exceptions to this requirement are line item changes to the contract budget that do not affect the maximum amount payable under the contract or the work to be performed, and the exceptions provided for in Exhibit E, Additional Provisions, Section 6., Provisions for Federally Funded Grants.

- 1) Contractor shall submit to CSD a Request for Amendment/Modification Energy, CSD 509, to request changes to its approved budget, goal, and priority plan exhibits.
- 2) The request(s) shall be received by CSD no later than 45 calendar days prior to the expiration date of this Agreement.
- 3) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

2. Equitable Treatment

Contractor shall assure that owners and renters receive equitable treatment under this program.

3. Weatherization Considerations

Weatherization consideration to be paid Contractor for the months of January, February, March and April, if applicable, will be calculated and reimbursed to Contractor to include administrative costs on sixty percent (60%) of the total weatherization budget allocation. The remaining forty percent (40%) of the total budget for the remaining months to include administrative costs is totally contingent upon a weatherization waiver being

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granted to CSD by the Federal Department of Health and Human Services (HHS) to allow weatherization expenditure levels at twenty-five (25%) percent of the statewide allocation of the federal LIHEAP grant. Contractor will be notified by CSD, in writing, on the status of the waiver and disposition of the remaining funding immediately upon notification from HHS, which could occur May 1, 2005 or thereafter.

4. Record-Keeping Responsibilities

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor shall maintain source documentation in such a manner that includes job references and total job hours so that actual labor hours billed to the weatherization and ECIP HCS programs can be substantiated.
- D. Contractor shall make appropriate books, documents, papers, and records available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
- E. Contractor shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation:
 - 1) Energy Intake Form;
 - 2) Utility/energy bill(s) (WX, HEAP, and ECIP);
 - 3) A source document substantiating the portion of rent that goes toward energy costs (HEAP and ECIP: W/P/O only);
 - 4) Energy Dwelling Unit Assessment (WX only);
 - 5) Copies of source documents supporting eligibility (WX, HEAP, and ECIP);
 - 6) Weatherization Building Check and Job Order Sheet (WX only);

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- 7) CSD 600, Statement of Citizenship, Alienage and Immigration Status for Public Benefits, and supporting documents, if applicable;
 - 8) A source document that substantiates that the client was provided with need assessment (energy burden), energy education, budget counseling, and coordination with utility companies, in accordance with Assurance 16 requirements;
 - 9) Documentation of compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing, Final Rule, using Lead-Safe Education Confirmation of Receipt, CSD 321; Notice of Weatherization/Renovation, CSD 320; and Record of Tenant Notification Procedures, CSD 322;
 - 10) If applicable, CSD Weatherization Deferral Form;
 - 11) If applicable, Contractor Post Weatherization Inspection Report, CSD 611.
 - 12) Source documentation that substantiates the basis for providing ECIP HCS, including results of the HVAC diagnostic inspection; copy of permit application and/or permit; or documentation of permit cost claimed, and if applicable documentation substantiating the referral to the weatherization program.
 - 13) A source document that substantiates the ECIP Fast Track supplemental payment that shall include the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; and
 - 14) If applicable, source documentation and records substantiating mileage claim by individual weatherized SFD and MUD Unit.
- F. Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, and appropriate supporting documentation, including appeal documents for each applicant who is not certified as being eligible to receive assistance.
- G. Contractor shall ensure that the ECIP Home Energy Supplier Assurance, CSD 416, or Contractor's equivalent, is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Agreement.

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- H. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

5. Right to Monitor, Audit, and Investigate

- A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor and the entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- 1) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
- 2) Contractor is not required to accompany the inspector on client inspection visits, to provide transportation, or to provide equipment to the inspector unless Contractor desires to do so. The inspector, however, will permit Contractor personnel to participate in client visits.
- B. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

6. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor

- A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.

7. Fair Hearing Process for Applicants for Denial of Benefits by Contractor:
Weatherization, HEAP and ECIP

Contractor shall inform, at the time of intake, all applicants of their right to appeal all claims for assistance that are denied or are not acted upon with reasonable promptness.

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- A. Contractor shall review all claims from applicants who are determined ineligible for benefits or who have submitted written notice that there has been an unreasonable delay in processing their application or receiving their benefits.
 - B. Contractor shall conduct a structured, fair, and impartial meeting within five working days of the initial request for appeal and shall make a good faith effort to resolve the applicant's complaint(s) at the local level. Contractor shall make a written finding which sets forth the case of both parties and the decision of Contractor.
 - C. If the appeal is not resolved at the local level, Contractor shall inform the applicant that an appeal to the State may be requested as part of the Fair Hearing process and shall provide the applicant with an appropriate form.
 - D. If the applicant decides to appeal to the State, applicant shall submit a written appeal request to be received by the State within 10 working days from the date of Contractor's final decision. Upon request from CSD, Contractor shall provide all supportive documentation to be received by the State within five working days.
 - E. If a weatherization-related Special Condition is imposed, Contractor shall proceed with the appeal process as described in Exhibit F, Programmatic Provisions, Section 12. Special Provisions – Weatherization Activities, B. Scope of Services, 10) Appeal Process, item a.
8. ECIP/HEAP/Weatherization Applicant Eligibility, and Service Priority
- A. Eligibility ECIP/HEAP/Weatherization
 - 1) Assistance shall be available only to the following households:
 - a. Households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income; or
 - b. Households in which one or more individuals are receiving one or more of the following types of assistance and whose income does not exceed an amount equal to sixty percent (60%) of the State median income:
 - i. Temporary Assistance for Needy Families, Public Law 104-193, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Chapter 2, Part 3, Division 9 of the Welfare and Institutions Code;

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- ii. Supplemental Security Income (SSI)/State Supplementary Program (SSP) payments;
 - iii. Food Stamps;
 - iv. Payments under Sections 415, 521, 541, or 542 of Title 38 of the United States Code, or under Section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - v. County General Assistance, Part 5, Division 9 of the Welfare and Institutions Code.
- 2) No household shall be excluded from eligibility solely on the basis of household income if that income is less than one hundred and ten percent (110%) of the poverty level for this State.
- 3) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

B. Service Priority ECIP/HEAP/Weatherization

- 1) Contractor shall give first priority for services to those households with the highest energy burden.
- 2) Contractor shall factor into its first priority for services, households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- 3) Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- 4) ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, Exhibit H, as described in Exhibit E, Additional Provisions, Section 4. Contractor Assurances and Certifications, item E., shall contain the following elements:
 - a. Contractor shall assign, for the ECIP and HEAP component, prioritization points for the Energy Burden, Vulnerable Populations, and Optional Agency-Defined categories. Optional Agency-Defined categories may include, for example: life-

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threatening emergencies, life support equipment, and repeat customers.

- b. Contractor shall describe in narrative format the selection process for dwellings to be weatherized and shall include the selection process for serving previously weatherized dwellings.
- c. Contractor shall describe in narrative format a description of how Assurance 16 services will be provided to include needs assessments, education, counseling, and coordination with utility companies. Contractor shall include specific Assurance 16 activities designed to target households that have not been previously served under a LIHEAP ECIP, HEAP, and Weatherization program.

5) Because of limited funding, Contractors are discouraged from providing either:

- a. Energy Assistance Benefits to households with energy burden of less than five percent (5%) and/or with substantial credit(s) on its utility bills; or
- b. Providing weatherization services to dwellings previously weatherized under LIHEAP within the past four years.

9. Outreach Activities

A. ECIP/HEAP/Weatherization Funds

Contractor shall use outreach funds for program support of ECIP, HEAP, and Weatherization.

B. Outreach Program Funds

Outreach funds shall be used for activities designed to assure that eligible households, as described within the Contractor's approved ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, Exhibit H, are made aware of the services available through the LIHEAP program and any similar energy-related assistance programs.

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10. Intake Activities

A. ECIP/HEAP/Weatherization Funds

Contractor shall use Intake as multipurpose funds for program support of ECIP, HEAP, and Weatherization.

B. Intake ECIP/HEAP Program Funds

Intake program funds shall be used for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake form and reviewing applicant documentation. Contractor shall:

- 1) Establish reasonable hours whereby customers/applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the customer/applicant's request within a reasonable amount of time.
- 2) Accept applications for assistance during regular business hours.
- 3) Accept applications for ECIP Fast Track and Wood, Propane, and Oil at sites that are geographically accessible to all households in the area served by Contractor.
- 4) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 5) Provide intake only at sites accessible to the disabled.
- 6) Contractor shall utilize the Energy Intake Form as a multipurpose form for referrals to the CARE/RRP programs, the LIHEAP Weatherization program, the ECIP HCS program, HEAP program and DOE program.

C. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

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11. Special Provisions – Assurance 16 Activities

A. ECIP/HEAP/Weatherization Funds

Contractor shall use Assurance 16 as multipurpose funds for program support of ECIP, HEAP, and Weatherization.

B. Assurance 16 Program Funds

Assurance 16 program funds shall be used for such services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, client education and counseling, and coordination with utility companies.

1) Needs Assessment

Contractor shall conduct a needs assessment for each client that shall include computing the energy burden of each applicant's household and prioritizing households as described in Exhibit F, Programmatic Provisions, Section 8. ECIP/HEAP/Weatherization Applicant Eligibility, and Service Priority, item B. Service Priority ECIP/HEAP/Weatherization.

2) Client Education - Counseling

Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and counseling in accordance with the Contractor's approved ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, Exhibit H. Contractors shall include at least the following:

- a. Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s).
- b. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- c. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

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d. Education/Counseling - Weatherization

i. Unweatherized Dwellings

Contractor may claim such costs for the occupants of each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim Assurance 16 costs when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

ii. Dwellings Weatherized with Nonfederal Funds

Contractor shall not claim Assurance 16 costs for client education unless the dwelling was previously weatherized by nonfederal funds, i.e., regulated or nonregulated utility companies, private sector funds, etc., or by a weatherization service provider not associated with the provisions of this Agreement. If such circumstances exist, Contractor shall conduct client education in accordance with Exhibit F, Section 11.B.2), and Assurance 16 costs claimed for the occupants of each eligible unit previously weatherized.

iii. Dwellings Weatherized with LIHEAP and DOE Funds

Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds are used concurrently in the same unit.

iv. Client Education Policy for Pre-1979 Dwellings

Occupants of pre-1979 units to be weatherized must receive the pamphlet "Protect Your Family from Lead in Your Home." A copy of the Lead-Safe Education Confirmation of Receipt (CSD 321) must be completed and retained in the client file.

v. A description of the benefits that the client can expect to receive as a result of the weatherization measures installed in the dwelling.

vi. An explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

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- 3) Coordination
 - a. Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP HCS, CARE/RRP, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.
 - b. Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income and a proactive educational concept in serving clients. This includes expending up to five percent (5%) of the Assurance 16 allocation for attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

12. Special Provisions – Weatherization Activities

- A. Provision of Services
 - 1) Contractor shall certify a household's income eligibility for the provision of weatherization services before the installation of any weatherization measure.
 - 2) The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.
 - 3) At a minimum, within the 120-day period of the household's certification, Contractor shall perform the assessment of the dwelling and determine the weatherization measures to be installed.
 - 4) If the assessment of the dwelling and the determination of the weatherization measures to be installed do not begin within the 120-day period of the household's certification, Contractor shall recertify the household's eligibility and shall not charge for costs associated with recertification such as outreach, intake, and Assurance 16 activities.

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B. Scope of Services

1) Outreach

Contractor may claim reimbursement for outreach and its related services only once for each unit weatherized whether under this Agreement or a previous CSD agreement. Outreach is not an allowable cost if household/unit was referred from ECIP or HEAP and outreach costs were incurred within one of those program components.

a. Unweatherized Dwellings

Contractor may claim reimbursement for outreach in accordance with Exhibit F, Programmatic Provisions, Section 12. Special Provisions – Weatherization Activities, B. Scope of Services, 1) Outreach, for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

b. Dwellings Weatherized with Nonfederal Funds

Contractor may claim reimbursement for outreach only if another service provider performed the previous weatherization.

c. Dwellings Weatherized with Department of Energy (DOE) and LIHEAP Funds

Contractor may claim reimbursement for outreach only once when DOE, and LIHEAP funds are used concurrently in the same unit.

2) Intake

a. Unweatherized Dwellings

Contractor may claim intake for each eligible household not previously weatherized. Additionally, Contractor will be allowed to claim intake costs when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

b. Dwellings Weatherized with Nonfederal Funds

If the previous weatherization was performed under a nonfederal program, the occupant eligibility must be certified; therefore, Contractor may claim intake costs.

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c. Dwellings Weatherized with LIHEAP, and DOE Funds

Contractor may claim intake only once when LIHEAP, and DOE funds are used concurrently in the same unit.

3) Assessment of Dwelling

- a. Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs. All pre-1979 dwellings are subject to the lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.
- b. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
- c. Documentation of ineligibility due to the need for extensive repairs shall be recorded on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent.
- d. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- e. If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.
- f. Contractor shall conduct a preliminary combustion appliance safety check on all dwelling units that are not all-electric units, and, where applicable, perform a post-check of said dwelling using the Combustion Appliance Safety Inspection Form (RHA 1/15/03).
- g. If it is determined during the assessment that the dwelling unit contains a condition that is hazardous to the occupants, proper steps in accordance with CSD Low-Income Weatherization Assistance Program Policies and Procedures must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.

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- h. Contractor may claim reimbursement for weatherization activities as documented on the Energy Dwelling Unit Assessment, CSD 554, or Contractor's equivalent, in accordance with Exhibit F, Programmatic Provisions, Section 12. Special Provisions – Weatherization Activities, B. Scope of Services, for each eligible household not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.
 - i. Following a determination that no combustion by-product hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization blower door test on all mobile homes, manufactured homes, and all site-built dwellings with operable forced air units. Post-weatherization blower door testing will be performed on those dwellings that received pre-weatherization blower door testing and shell tightening to determine that ventilation requirements are not below minimum shell target. All blower door testing shall be performed in conformance with the CSD Conventional Home Weatherization Installation Standards (WIS), and CSD Mobile Home Weatherization Installation Standards (WIS) Manuals.
 - j. If Contractor determines that a blower door test is not feasible, Contractor may perform a duct leakage test utilizing a duct blaster.
 - k. Repair of large leaks identified by either a Duct Blaster or blower door testing (sealing of catastrophic leaks and minor envelope repairs) may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and/or weatherstripping measures.
- 4) Unweatherized Dwellings
- a. Single-family detached and other single-story dwellings, as defined in Exhibit I, Definitions, that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - i. Ceiling Insulation plus two additional Mandatory Measures are installed, or

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- ii. In the event Ceiling Insulation is not feasible, at least four Mandatory Measures are installed.
 - b. If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures, the dwelling may qualify for weatherization under the following conditions:
 - i. The combustion appliance is repaired or replaced, and
 - ii. All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.
 - c. Multistory, multiunit complexes, as defined in Exhibit I, Definitions, may qualify with the installation of ceiling insulation and any two other mandatory measures or, in the event ceiling insulation is not feasible, at least three mandatory measures.
 - i. Installation of ceiling insulation may be counted as a ceiling insulation measure for each unit within that building envelope. The charge shall be prorated among all dwelling units.
 - ii. Insulation of a common water heater shall qualify as a mandatory measure for each unit served by the same water heater. Reimbursement may be claimed, however, for only one water heater and the equivalent number of standard-sized water heater blankets installed, and the cost shall be prorated among all dwelling units.
 - d. In accordance with Exhibit F, Programmatic Provisions, Section 12. Special Provisions – Weatherization Activities, B. Scope of Services, Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.
- 5) Previously Weatherized Dwellings
 - a. If a dwelling has been previously weatherized under a CSD or other federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement.

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- b. If the previous weatherization was performed under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
- c. In accordance with Exhibit F, Programmatic Provisions, Section 8. ECIP/HEAP/Weatherization Applicant Eligibility, and Service Priority, B. Service Priority ECIP/HEAP/ Weatherization, item 4) Contractor shall describe the process for prioritizing previously weatherized dwellings in the ECIP, HEAP, Weatherization, Assurance 16, and Outreach Priority Plans, Exhibit H.

6) Dwellings Weatherized with LIHEAP, and DOE Funds

Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

7) Installation Guidelines

- a. Health or Safety Hazard Repair or Replacement (which includes both hazardous conditions and other “required repairs” per the Combustion Appliance Safety Inspection Form), Carbon Monoxide/Alarm, and Priority Insulation measures must be installed in priority order. Other mandatory measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - i. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
 - ii. Dwelling already has that measure in place;
 - iii. Measure cannot be properly installed;
 - iv. Client refuses installation (client refusal is to be documented and placed in file);
 - v. Maximum dollar limit is reached; or
 - vi. Measure is not needed or required.
- b. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the

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application of weatherization measures. Client files shall be documented accordingly.

- c. Contractor shall ensure that any leveraged-funded activity performed in conjunction with the LIHEAP Weatherization program is in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, and the CSD Low-income Weatherization Assistance Program Policies and Procedures. If permitted by the leveraged-funding source, Contractor shall document within the weatherization client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the LIHEAP Weatherization client file. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings (compensation) for the same product or service do not occur.
- d. If the dollar limit has not been reached in installing feasible mandatory measures, Contractor may install optional measures.
- e. Measures shall be applied in accordance with the Energy Dwelling Unit Assessment. Installation of those measures contained therein shall be accomplished in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, the CSD Low-Income Weatherization Assistance Program Policies and Procedures, the CSD Lead-Safe Weatherization Policies, CSD Health and Safety Plan, and the CSD Inspection Policies and Procedures, hereby incorporated by reference.
- f. Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement: 1) is not included in the manual, or 2) is more stringent.
- g. Upon the State's request, Contractor shall furnish proof that materials used under this program conform to the requirements of Exhibit G, Materials Standards, the CSD Weatherization Installation Standards, and/or state, county, or local regulations and were procured in conformance with OMB requirements contained

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in the following Circulars: A-102, Section 36, or A-110, Section 40.

- h. Any weatherization materials purchased with these grant funds and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the State shall be contacted for disposition instructions.

8) Quality Assurance

- a. Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of weatherization work performed under this Agreement. In addition, Contractor shall provide assurance that all weatherization work performed under this agreement is consistent with the CSD Low-Income Weatherization Policy and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead-Safe Weatherization Policy and Procedures (if applicable), and CSD Health and Safety Plan. Such assurance will be documented and noted on the Weatherization Building Check and Job Order Sheet (CSD 540), or Contractor's equivalent, signed and dated by certifying agency representative. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the above certification.
- b. Post-Weatherization Dwelling Inspections
 - i. Contractor shall perform Post-Weatherization Inspections on 25% percent of the total weatherized dwellings under this Agreement. Post-Weatherization Inspections shall be proportional to the number of completed units for each reporting period.
 - (a) Contractor shall submit for reimbursement a maximum of 25% percent Post-Weatherization Inspections of the total dwellings weatherized per reporting period.
 - (b) Contractor may, at its option, perform inspections beyond the minimum requirement of 25% of the total dwellings weatherized; however, Contractor

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shall not be reimbursed beyond the maximum amount allowable of 25% Post-Weatherization Inspections per reporting period.

- (c) Contractor shall ensure that a total of 25% percent Post-Weatherization Inspections have been completed and that Contractor has not exceeded the maximum reimbursement amount allowable of 25% of the total weatherized dwellings under this service agreement.
- (d) Contractor shall perform Post-Weatherization Inspections in accordance with CSD Inspection Policies and Procedures. Contractors shall give priority to inspecting dwellings receiving the following weatherization services/measures:
 - (i) Combustion Appliance Safety Testing
 - (ii) Blower Door Testing
 - (iii) Ceiling Insulation
 - (iv) Minor Envelope Repairs
- ii. Post-inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD Low-Income Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead Safe Weatherization Policy and Procedures (if applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement. In addition the post-inspection shall include the following.
 - (a) Review of the completed Weatherization Building Check and Job Order Sheet (CSD 540) to determine that all specified measures are completely installed in accordance with CSD Low-Income Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead-Safe Weatherization Policy and Procedures (if

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- applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement;
- (b) Review of installed materials as referenced on Weatherization Building Check and Job Order Sheet (CSD 540) and verification that installed materials were accurately reported and invoiced to CSD. In addition, review shall include a review of installed measures to determine the absence of any feasible Mandatory Measure not installed; and/or the installation of a measure (nonfeasible measure) in noncompliance with CSD Low-Income Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead Safe Weatherization Policy and Procedures (if applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement;
 - (c) Verification that the unit received Blower Door Testing (where applicable);
 - (d) Inspection of all combustion appliances receiving Combustion Application Safety (CAS) Testing to ensure that all tests were completed in compliance with CSD Weatherization Policies and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, and the results of the CAS Testing were accurately reported on CSD Combustion Appliance Safety Inspection Form (CASIF);
 - (e) Inspection of the unit dwelling to ensure all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.
- iii. Post-Weatherization Inspections of dwelling units shall be performed by individuals, trained and with expertise in; performing dwelling assessments, performance of combustion appliance safety (CAS) testing and appliance related hazards remedies; performance of blower door diagnostics and Infiltration Reduction Measures; and knowledge of CSD Low-Income Weatherization Policies

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and Procedures, CSD Conventional Home and CSD Mobile Home Weatherization Installation Standards, Lead-Safe Weatherization Policy and Procedures (if applicable), CSD Health and Safety Plan, and the terms and conditions of this Agreement. Inspector shall certify performed Post Weatherization Inspections of dwelling units, by completing and signing Post Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in client file.

- c. Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.
- d. Contractor must remedy all Hazardous Conditions (safety hazards) resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

9. Weatherization Noncompliance

- a. In accordance with the CSD Inspection Policies and Procedures, Contractors shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the primary funding source (program) of the weatherized unit in question. The reimbursement sanction will remain in effect until the Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.
- b. If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection

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Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

- c. If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, the Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.
- d. In accordance with the CSD Inspection Policies and Procedures, Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
 - i. Contractor has a history of unsatisfactory performance.
 - ii. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
 - iii. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
 - iv. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.
- e. CSD will implement Imposed Special Conditions on a progressive basis, which may include:
 - i. Additional training and technical assistance;
 - ii. Additional reporting requirements; and
 - iii. Formal high-risk designation, and possible suspension and termination.
- f. Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions. Should Special Conditions be warranted, CSD shall

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send the Contractor a written Notice of Special Conditions, which shall contain the following information:

- i. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
- ii. The reason(s) for imposing Special Condition(s) and/or Sanction(s);
- iii. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10) Appeal Process

- a. When Special Conditions are imposed, the Contractor may submit documentation in opposition and request reconsideration by filing a written statement within five (5) working days after receipt of the Notice of Special Conditions. The written statement must set forth the issue in dispute, state why the Special Conditions should not be imposed, and provide supporting documentation. The written statement must be mailed, faxed, or hand delivered to:

Special Programs
Department of Community Services and Development
700 North Tenth Street, Room 258
Sacramento, CA 95814-0338

- b. CSD shall consider and review the documentation presented by the Contractor as well as any showing that the Contractor has adequately corrected the issue(s) leading to imposition of Special Conditions. The Director of the Department of Community Services and Development shall make the final decision regarding the appeal.
- c. CSD shall notify the Contractor in writing of CSD's decision regarding the appeal within ten (10) working days from receipt of the written appeal from the Contractor.
- d. If, after considering the material presented, CSD concludes that the Contractor failed to show cause why the Special Conditions should not be imposed, the Contractor shall be notified in writing of the decision regarding the denial of their appeal and CSD shall impose the Special Conditions as outlined in the Notice of Special Conditions.

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11) Selection of Units to be Weatherized

a. Occupied Multiple Unit Dwellings

- i. Funds under this Agreement may be used to weatherize an entire building containing multiple dwelling units only if the dwelling units occupied by eligible applicants represent at least sixty-six percent (66%) of the total units within the building. In order to weatherize a building that contains two or four units, at least fifty percent (50%) of the dwelling units must be eligible. Otherwise, only units occupied by eligible households shall be serviced.

The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$2,744 maximum average per unit. Example: if a building of 10 units has eight units occupied by eligible households and two units occupied by ineligible households, \$21,952 is the maximum to be reimbursed.

- ii. Contractor shall certify unit eligibility by completing Energy Intake Form, CSD 43 or 44, latest version, for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.

b. Unoccupied Multiple Units Dwelling

Contractor may provide weatherization services under this Agreement to ineligible dwelling units in an unoccupied multiunit building only when the following conditions are met:

- i. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building;
- ii. The benefits of weatherization assistance in connection with such rental units, including units where the tenants pay for their energy through their rent, will accrue primarily to the low-income tenants residing in the units. These

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benefits include lower energy bills, improved health and safety, and a higher level of comfort;

- iii. The owner has signed a copy of the Energy Service Agreement for Rental Units CSD 515 (Rev. 10/99) authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
 - iv. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint (date made, date investigations began, and results). Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation. See Energy Service Agreement for Rental Units, CSD 515 (Rev. 10/99). This form shall be retained in the Contractor's file; and
 - v. No undue or excessive enhancement shall occur to the value of the dwelling units.
- c. Contractor shall obtain written permission of the owner of a rental unit, or his/her agent, prior to performing any weatherization services. Such permission shall be recorded on the sample Service Agent Agreement/Rental Units form or Contractor's equivalent.
 - d. Weatherization services shall be provided to a dwelling unit on a one-time basis for the same occupant(s), except that Contractor may return to the unit within the same calendar year under which the initial services were provided and apply measures not applied during the initial services within the total remaining expenditure

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limit. Reimbursement for outreach and dwelling assessment shall not be claimed nor can the unit be claimed as another completion. Client education may be claimed for reimbursement under the Assurance 16 Budget. The only exception shall be when the unit is damaged by a natural disaster such as a fire, earthquake, hurricane, etc., and such damage is not covered by insurance.

- e. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.

13. Lead-Safe Weatherization

Contractor shall perform all weatherization services on pre-1979 units in a lead-safe manner in accordance with CSD Conventional and Mobile Home WIS, Appendix I., and Cal/OSHA Lead in Construction Standard, Title 8, Code of California Regulations (CCR) Section 1532.1, and CSD Lead-Safe Weatherization Policies.

- A. Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free. A copy of the certification must be placed in client's file. In all units not certified to be lead-free, all weatherization measures that disturb painted surfaces are subject to lead-safe weatherization guidelines in accordance with the CSD Lead-Safe Weatherization Policies.
- B. In United States Department of Housing and Urban Development (HUD) units built prior to 1979, lead-based paint is presumed to be present unless the dwelling unit has been certified by a California Certified Inspector/Risk Assessor to be lead-free. HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding di minimis levels (refer to Exhibit I, Definitions) are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe. Should a clearance inspection be required, agencies should defer the costs of the clearance inspection to the property owner and/or local housing authority. In many cases, the local housing authority has licensed inspectors and may possibly conduct a clearance inspection of a HUD unit free of charge. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by

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CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.

- C. The occupant(s) of pre-1979 units must not be in the immediate vicinity of the work area and cannot reoccupy the work area until it has been thoroughly cleaned in accordance with the CSD Lead-Safe Weatherization Policies.

14. Training Activities - Weatherization

- A. Contractor shall use training funds for costs associated with the completion of Weatherization related training such as internal Contractor training, safety training, workshops sponsored by utility companies, DOE, CSD, and/or other organizations offering a component of weatherization training. Training may include: Lead-Safe Weatherization Training, Basic Weatherization Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training. Associated costs include the actual costs related to: travel, admission, materials, and salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a weatherization measure for reimbursement. Reimbursement for training-related expenditures will be as described in Exhibit B, Budget Detail and Payment Provisions, Section 4. Budget Definitions, item I. Training Costs (Weatherization).
- B. Weatherization Training Requirements: All weatherization employees of Contractor and subcontractors shall be trained in lead-safe and basic weatherization practices.
 - 1) Within 30 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive Lead-Safe Weatherization Training in accordance with CSD Lead-Safe Weatherization Policies. An Assessor, Worker, Supervisor, or Inspector will not be allowed to enter, assess, weatherize, or inspect a pre-1979 dwelling unit until the required training has been completed.
 - 2) Within 180 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive Basic Weatherization Training by completion of any one of the following: (a) Pacific Gas & Electric (PG&E) ETC, Stockton (Stockton Training Center) Basic Weatherization curriculum, Southern California Gas Training Center, or a CSD-approved comparable training facility; (b) DOE; or (c) CSD-approved Contractor's equivalent internal training curriculum that teaches basic weatherization concepts and conformance with CSD's weatherization policies, procedures, and installation standards.
 - 3) Weatherization employees of Contractor and subcontractors who perform combustion appliance safety checks shall be properly trained in

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accordance with one of the following: (a) the Blower Door and Combustion Appliance Safety Training curriculum at the PG&E ETC, Stockton, or at a CSD-approved comparable training facility; or (b) successful completion of field training provided by CSD's contract field technicians. No employee of Contractor and subcontractor shall perform combustion appliance safety checks without having completed the required training.

- 4) For weatherization services performed on HUD units, all work crews of Contractor and subcontractor who perform basic weatherization services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews. Training costs for HUD certification programs are not an allowable weatherization program expense; however, costs associated with training utilizing HUD's one-day Renovation and Remodeling Course are allowable expenditures.
- 5) Contractor and subcontractors who perform basic weatherization services are required to maintain a training record for current employees. The training record shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date.
- 6) Every assessor, inspector, and work crew of the Contractor and subcontractor who performs basic weatherization services is required to maintain and have available for reference the current CSD Conventional Home WIS and CSD Mobile Home WIS Manuals and CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual when providing any weatherization services.

15. Special Provisions – ECIP Activities

- A. ECIP funds shall be provided on January 1, 2005 for the following:
 - 1) ECIP Fast Track services shall be provided through March 15, 2005. After that date, Contractor has the option of continuing to provide this service.
 - 2) If Contractor serves applicants who use wood, propane, and/or oil fuels, these payments shall be provided through March 15, 2005. After that date, Contractor has the option of continuing to provide this service.
 - 3) Contractor has the option of providing ECIP HCS repair and replacement services throughout the term of this Agreement. ECIP HCS activities

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must be performed in accordance with CSD weatherization policies, procedures, installation standards, and requirements of this Agreement.

B. Payment Guidelines

- 1) Eligible households may receive only one ECIP WPO, ECIP Fast Track, or HEAP payment per program year. Contractor may establish a maximum benefit for wood, propane, and oil payments; such maximum shall be consistently applied.
- 2) Contractor must exercise due care to ensure that duplication of ECIP or HEAP payments does not occur at any time during the term of this Agreement.
- 3) In addition to receiving one ECIP (Fast Track or WPO) or HEAP payment, eligible households may receive ECIP HCS services and/or other weatherization services, if needed.
- 4) Consistent with Exhibit F, Programmatic Provisions, Section 15. Special Provisions – ECIP Activities, B. Payment Guidelines, item 2) above, Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only), CSD 415, or Contractor's equivalent.
- 5) Eligibility is met when the applicant has been determined to be ECIP qualified. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
 - a. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor; a wood, propane, or oil payment; or a heating or cooling services that will resolve the energy crisis. Provide a Fast Track benefit amount (ECIP Fast Track plus supplemental) not to exceed \$1,000, which may be issued to a household in accordance with Exhibit B, Budget Detail and Payment Provisions, Section 3. Programmatic Provisions, A. Payments, 4) ECIP Payments, item b. ECIP Electric and Gas (Fast Track).
 - b. Not later than 18 hours after a household applies for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor; a wood, propane, or oil payment; or a HCS that will resolve the energy crisis if such household is in a life-threatening situation. Provide a Fast Track benefit amount (ECIP Fast Track plus supplemental) not to exceed \$1,000, which may be issued to a household in accordance with Exhibit B, Budget Detail

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and Payment Provisions, Section 3. Programmatic Provisions, A. Payments, 4) ECIP Payments, item b. ECIP Electric and Gas (Fast Track).

- c. CSD shall reimburse Contractor for allowable ECIP HCS expenditures in accordance with Exhibit B, Budget Detail and Payment Provisions, Section 3. Programmatic Provisions, 4) ECIP Payments, item c. ECIP Heating and Cooling Services (ECIP HCS).
 - d. For emergency ECIP HCS provided outside normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services.
- 6) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
 - 7) CSD shall not make payments to clients for wood, propane, and oil assistance.
 - 8) Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
 - 9) Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
 - 10) Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for wood, propane, or oil on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.
 - 11) When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).
 - 12) Permit and disposal fees are acceptable expenses and may be charged only once to ECIP HCS, or LIHEAP Weatherization, or DOE Weatherization, per weatherized dwelling, and in the event ECIP HCS are performed in conjunction with these programs. Permit and disposal fee reimbursement does not include staff time and will be reimbursed based on the actual cost of the fee.

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16. Special Provisions – ECIP Heating and Cooling Service (ECIP HCS) Guidelines

A. ECIP Heating Services

- 1) A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source, including but not limited to: wall furnaces, forced air units (FAUs), wood-fueled space heating appliances, and oil-fueled space heating appliances. ECIP heating services may be provided when one of the following conditions exists:
 - a. Existing primary heating appliance is deemed hazardous by a qualified technician or HVAC contractor;
 - b. Existing primary heating appliance is verified by a qualified technician or HVAC contractor to be inoperable or in need of repair; or
 - c. Dwelling is without heat and has no means to provide adequate heating to occupants of the dwelling during the heating season or extreme weather conditions in accordance with Exhibit F, Programmatic Provisions, Section 16. Special Provisions – ECIP Heating and Cooling Service (ECIP HCS) Guidelines, C. Allowable Exceptions.
- 2) Prior to the performance of any ECIP heating services, a qualified technician must perform a diagnostic inspection of the primary heating appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit. Any and all ECIP heating services shall be performed in accordance with the following guidelines:
 - a. Contractors shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.
Note: If during the course of repairing the defective unit, additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced and Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating appliance.

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- b. Contractor shall replace a defective primary heating appliance when:
 - i. The cost to assess and repair a defective primary heating appliance is greater than 30 percent (30%) of the cost of installing a new replacement unit;
 - ii. Repair of a defective primary heating appliance is nonfeasible due to the unavailability of parts and/or services needed to complete repairs; or
 - iii. Repair of a defective primary heating appliance cannot be performed in a timely manner, and the absence of a heating source during the heating season or extreme weather condition poses imminent danger to the health and/or well being of occupants.

B. ECIP Cooling Services

- 1) A residential cooling source that qualifies for ECIP cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners and evaporative coolers. ECIP cooling services may be provided when one of the following conditions exists:
 - a. Existing primary cooling appliance is verified by a qualified technician or HVAC contractor to be inoperable or in need of repair; or
 - b. Dwelling is without a cooling appliance and has no means to provide adequate cooling to occupants of the dwelling during the cooling season or extreme weather in accordance with Exhibit F, Programmatic Provisions, Section 16. Special Provisions – ECIP Heating and Cooling Service (ECIP HCS) Guidelines, C. Allowable Exceptions.
- 2) Prior to the performance of any ECIP cooling services, a qualified technician or HVAC contractor must perform a diagnostic inspection of the primary cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit. Any and all ECIP cooling services shall be performed in accordance with the following guidelines:

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- a. Contractors shall repair a defective primary cooling appliance when the cost and repair is estimated at less than 50 percent (50%) of the cost of installing a new evaporative cooler or less than 50 percent (50%) of the cost of installing a new central air conditioning unit evaporative cooler. The cost of repairs for window/wall air conditioners is limited to general maintenance items, including filter replacement or cleaning and heat exchanger cleaning. Note: If during the course of repairing the defective unit, additional problems are found that would increase the cost of repairs to more than established limits for repairs, the unit may be replaced and Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating appliance.

- b. Contractors shall replace a defective primary cooling appliance when:
 - i. The cost to repair a defective primary cooling appliance exceeds repair cost limitations;
 - ii. Repair of a defective primary cooling appliance is nonfeasible due to the unavailability of parts and/or services needed to complete repairs; or
 - ii. Repair of a defective primary cooling appliance cannot be performed in a timely manner, and the absence of a cooling source during the cooling season or extreme weather condition poses imminent danger to the health and/or well being of occupants.

C. Allowable Exceptions

All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance/portable device and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household. Such a condition and circumstance constitutes a true crisis under which Contractors, when feasible, may install a new heating or cooling appliance within the dwelling not to exceed the established maximum reimbursement rates for heating and cooling appliance installation. For those conditions where a true crisis exists and the installation of a new heating and/or cooling unit is nonfeasible, Contractor may provide such dwellings with portable devices to

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support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation.

D. Weatherization Referral

Contractor is strongly encouraged to provide weatherization services to ECIP HCS-serviced dwellings using LIHEAP, DOE, and/or utility-funded weatherization services.

E. Leveraged Funds

Contractor shall ensure that any leveraged-funded activity performed in conjunction with the ECIP program is in conformance with the current CSD Conventional Home WIS, the CSD Mobile Home WIS, and the CSD Low-income Weatherization Assistance Program Policies and Procedures. If permitted by the leveraged-funding source, Contractor shall document within the ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the ECIP client file. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings (compensation) for the same product or service do not occur.

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MATERIALS STANDARDS THAT ARE NOT INCLUDED IN THE CSD
WEATHERIZATION INSTALLATION STANDARDS

Also please refer to revised Department of Energy 10 CFR Part 440 Appendix A – Standards for Weatherization Materials, updated April 1, 2001.

REPLACEMENT FURNACES AND BOILERS

Chimneys, fireplaces, vents, and solid fuel-burning appliances	NFPA ¹ 211-1988-2000 (same as ANSI ² A52.1)
Gas-fired furnaces	ANSI ² Z21.47-1998, and ANSI Z223.1-1999 (same as NFPA 54-1999)
Oil-fired furnaces	UL ³ 727 Eighth Edition, 1994 and NFPA 31-2001
Liquid petroleum gas storage	NFPA ¹ 58 2001

HEATING REPAIRS

Replace Combustion Chamber in Oil-Fired Furnaces or Boilers	Conformance to NFPA ¹ 31-2001
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¹ National Fire Protection Association

² American National Standards Institute

³ Underwriters Laboratory

EXHIBIT H, ECIP-FT, HEAP, WEATHERIZATION, ASSURANCE 16, AND OUTREACH PRIORITY PLANS

Contractor:		Contract Number:	
Prepared By (Print Name/Title):	E-Mail Address:	Telephone Number:	Fax Number:

SECTION 1 - ECIP-FT AND HEAP GOALS AND PERCENTAGES

ECIP			HEAP		
1.a	ECIP-FT Projected Vulnerable Populations:	%	1.c	HEAP Projected Vulnerable Populations:	%
1.b	ECIP-FT Projected Average Energy Burden:	%	1.d	HEAP Projected Average Energy Burden:	%

SECTION 2 - ECIP-FT AND HEAP ENERGY BURDEN RANGES AND POINTS

ECIP				HEAP			
Required	From	To	Points	Required	From	To	Points
Range 1:	0%	%		Range 1:	0%	%	
Range 2:	%	%		Range 2:	%	%	
Range 3:	%	%		Range 3:	%	%	
Range 4:	%	%		Range 4:	%	%	
Optional	From	To	Points	Optional	From	To	Points
Range 5:	%	%		Range 5:	%	%	
Range 6:	%	%		Range 6:	%	%	

SECTION 3 - ECIP-FT AND HEAP VULNERABLE POPULATIONS

ECIP-FT		HEAP	
Required	Points	Required	Points
Elderly (60 Years or Older)		Elderly (60 Years or Older)	
Disabled		Disabled	
2 Years or Under		2 Years or Under	
3 Years through 5 Years		3 Years through 5 Years	

SECTION 4 - ECIP-FT AND HEAP AGENCY DEFINED

ECIP-FT		HEAP	
Optional	Points	Optional	Points
1		1	
2		2	
3		3	
4		4	

SECTION 6 - WEATHERIZATION GOALS AND PERCENTAGES

6.a	Weatherization Projected Vulnerable Populations:	%
6.b	Weatherization Projected Average Energy Burden:	%

SECTION 7 - PRIORITY PLAN NARRATIVES

For all priority plans, refer to Exhibit F, Section 8.B, Service Priority of this Agreement, which outlines the service priorities for LIHEAP.

7.a	Weatherization: Please describe how you will select dwellings to be weatherized. Consider items such as health and safety issues, scheduling of units within close proximity, and ECIP and HEAP recipients whose homes have not been weatherized.
7.b	Assurance 16: Please describe how you will conduct Assurance 16 (needs assessment, client education, counseling, and coordination with utility companies) in your service area.
7.c.	Outreach: Please describe how you will conduct Outreach activities, i.e., outreach materials, advertising, printing, outreach mailers, travel to outreach sites and related facilities site costs, and referrals, in your service area.

INSTRUCTIONS

EXHIBIT H

2005 ECIP-FAST TRACK, HEAP, WEATHERIZATION, ASSURANCE 16, AND OUTREACH PRIORITY PLANS

Section 1. ECIP-Fast Track and HEAP - Goals and Percentages

Priority Plans should be structured to reflect your goals identified by the projections of energy burden goals and vulnerable populations goals. Goals should be determined through an analysis of prior year client data and projections of future goals.

- 1.a - Project the percentage of Vulnerable Populations to be assisted under ECIP-FT.
- 1.b - Project the average Energy Burden of clients assisted under ECIP-FT.
- 1.c - Project the percentage of Vulnerable Populations to be assisted under HEAP.
- 1.d - Project average Energy Burden to be assisted under HEAP.

Section 2. ECIP-Fast Track and HEAP - Energy Burden Range and Points

The Energy Burden ranges consist of a total of 6 ranges, with a beginning range of 0% and an ending range of 150%. Contractor must complete a total of 4 energy burden ranges by completing Range 1 through 4 and may at its option complete Range 5 or 6. Regardless of the number of ranges completed, the first range (#1) must begin at 0% and the ending range (either #4, 5, or 6) must end at 150%.

- Energy Burden Ranges must be sequential and rounded to the nearest tenth.
- Each Energy Burden range must have a different point value (two ranges can't have the same point value).
- Point values cannot contain decimals or fractions, they must be whole numbers.

The following example demonstrates these instructions:

ECIP-FT				
Required		From	To	Points
1	Range:	0%	8.90%	0
2	Range:	9%	14.90%	5
3	Range:	15%	22.90%	8
4	Range:	23%	150.00%	11

HEAP				
Required		From	To	Points
1	Range:	0%	11.90%	0
2	Range:	12%	17.90%	5
3	Range:	18%	23.90%	7
4	Range:	24%	150.00%	9

Section 3. Required ECIP-FT and HEAP - Vulnerable Populations

- All four Vulnerable Population Categories must be completed with an assigned point value.
- Point values for each category may be different depending on the focus of the agency's priorities.
- Point values must be represented in whole numbers. Do not use decimals or fractions.

Section 4. ECIP-Fast Track and HEAP - Optional Agency Defined

- Agency Defined Categories are optional.
- Positive or negative point values can be assigned to each category as defined by the agency.
For example categories can include: life threatening emergencies, life support equipment, repeat customers, etc.
- One or all four Categories can be used.
- Use only whole numbers (do not use decimals or fractions).
- Agency defined descriptions should be brief (not to exceed 30 characters total, including spaces).

Section 6. Weatherization Goals and Percentages

- 6.a - Project the percentage of Vulnerable Population households to be assisted with Weatherization services.
- 6.b - Project the average energy burden for households to be assisted with Weatherization services.

Section 7. Priority Plan Narratives

- For easy identification, priority plan narratives should be completed in separate sections and attached to Exhibit H.

PRIORITY PLAN NARRATIVES

1. Weatherization
2. Assurance 16
3. Outreach

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DEFINITIONS

GENERAL DEFINITIONS

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

CLASS: California LIHEAP Automated Services System.

CLASS Database Transfer: A method used by “precertified” contractors to electronically transmit data from a local database to the CLASS System.

CLASS On-Line Entry: A method that allows contractors to directly input client information into the California LIHEAP Automated Services System.

Contractor: The entity (partnership, corporation, agency, or association) designated on page 1 of this Agreement.

CSD: The Department of Community Services and Development, State of California.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client data.

Excess Revenue: The difference between “Total Actual LIHEAP Revenue” less “Total Actual LIHEAP Costs.” If “Total Actual LIHEAP Revenues” are less than “Total Actual LIHEAP Costs, there is no excess revenue.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Non-State Entity: A business, organization, or individual that is not a State entity but that requires access to State information assets in conducting business with the State. Includes, but is not limited to, researchers, vendors, consultants, and their employees and entities associated with federal and local government and other states.

Parties: The State of California and the Contractor.

Precertified Contractor: LIHEAP contractors who are approved to use the database transfer method to electronically transmit data from their local database to the CLASS System for the ensuing contract year. To become precertified, contractors must: (1) submit to CSD by

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November 15 a letter stating their intent to use the database transfer method, and (2) pass CSD's certification test by December 15.

State: The State of California, Department of Community Services and Development.

Subcontractor: An individual or business entity contracting to perform all or a portion of services covered under this agreement.

Subcontract: Contract agreement entered into by and between Contractor and Subcontractor to perform all or a portion of services covered under this agreement.

This Agreement: The complete contents of this contract entered into by and between the State and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

This Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC 8621, et seq., as amended.

APPLICANT DEFINITIONS

Children: Members of a household who have not attained their nineteenth (19th) birthday.

Person with Disabilities (also known as Disabled Person): Any individual who is: (1) a handicapped individual as defined in Section 7(6) of the Rehabilitation Act of 1973; (2) under a disability as defined in Section 1614(a)(3)(A) or 223(d)(1) of the Social Security Act or in Section 102(7) of the Development Disabilities Services and Facilities Construction Act; or (3) receiving benefits under Chapter 11 or 15 of Title 38 U.S.C.

Dwelling Unit: A house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Elderly: An individual 60 years of age or older.

Family Unit: All persons living together in a dwelling unit.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) which requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition,

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residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work; and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary.

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

ENERGY CONSERVATION MEASURES AND ACTIVITY DEFINITIONS

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

Certified Lead-Free: Residential property in which it has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards, and as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Client Intake: The act of determining if a person seeking LIHEAP services is eligible for such services. The process of completing an intake form and reviewing applicant documentation includes citizenship verification in order to verify eligibility.

Client Needs Assessment: The act of acquiring any and all additional appropriate information regarding a person who is seeking LIHEAP services AFTER eligibility has been established.

Crisis: Weather-related and/or supply shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

- a. Cold or hot weather related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, may determine to be appropriate; or

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- b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimis level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Dwelling Assessment: The process of performing an on-site review of the dwelling unit of an eligible applicant in order to determine the labor and materials necessary to install energy conservation measures.

Electric Base Load Measure: A measure that addresses the energy efficiency and energy usage of lighting or appliances. Allowable electric base load measures are compact fluorescent lamps and fixtures, replacement refrigerators, electric water heaters, microwave ovens, fluorescent torchiere lamps, evaporative cooler installations, and window/wall air conditioner replacement.

Emergency: Either:

- a. A natural disaster;
- b. A significant home energy supply shortage or disruption;
- c. A significant increase in the cost of home energy, as determined by the Secretary;
- d. A significant increase in home energy disconnections reported by a utility, a state regulatory agency, or another agency with necessary data;
- e. A significant increase in participation in a public benefit program such as the food stamp program carried out under the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.), the national program to provide supplemental security income carried out under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.) or the State temporary assistance for needy families program carried out under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), as determined by the head of the appropriate federal agency;
- f. A significant increase in unemployment, layoffs, or the number of households with an individual applying for unemployment benefits, as determined by the Secretary of Labor;
or

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- g. An event meeting such criteria as the secretary, in the discretion of the Secretary, may determine to be appropriate.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures: The measures as defined in the CSD Weatherization Installation Standards Manual.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Expatriate Corporations (Public Contract Code, section 10286.1): An "expatriate corporation" means a foreign incorporated entity that is publicly traded in the United States to which all of the following apply:

- a. The United States is the principal market for the public trading of the foreign incorporated entity.
- b. The foreign incorporated entity has no substantial business activities in the place of incorporation.
- c. Either clause i. or clause ii. applies:
 - i. The foreign entity was established in connection with a transaction or series of related transactions pursuant to which (I) the foreign entity directly or indirectly acquired substantially all of the properties held by a domestic corporation or all of the properties constituting a trade or business of a domestic partnership or related foreign partnership, and (II) immediately after the acquisition, more than 50 percent of the publicly traded stock, by vote or value, of the foreign entity is held by former shareholders of the domestic corporation or by former partners of the domestic partnership or related foreign partnership. For purposes of subclause (II), any stock sold in a public offering related to the transaction or a series of transactions is disregarded.
 - ii. The foreign entity was established in connection with a transaction or series of related transactions pursuant to which (I) the foreign entity directly or indirectly acquired substantially all of the properties held by a domestic corporation or all of the properties constituting a trade or business of a domestic partnership or related foreign partnership, and (II) the acquiring foreign entity is more than 50 percent owned, by vote or value, by domestic shareholders or partners.
 - (iii) For purposes of this subparagraph, indirect acquisition of property includes the acquisition of a stock share, or any portion thereof, of the owner of that property.

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Filter Replacement: May be a one- or a two-step measure. The one-step measure is to replace forced-air unit filters with a washable filter, or three disposable filters (install one, leave two with the client).

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement (as described in Exhibit B, Attachment I), cleaning of fuel nozzles and jets, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, or other component repairs or replacements necessary for safe and efficient operation. Must be accomplished by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail older individuals (60+).

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Minor Envelope Repairs: Those repairs necessary for the effective performance or preservation of weatherization materials or to stop infiltration and general heat waste. Contractor shall maintain labor hours cost, materials cost, and required building permits in client's file. Minor envelope repairs include the following:

- a. Blower-door-identified infiltration repairs;
- b. Combustion air venting;
- c. Cover plate replacements;
- d. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware (except deadbolts) into conditioned areas including frames, thresholds, and doorstops. (If the original door had a deadbolt and it can be removed and placed on the new door, then labor costs for this activity can be charged.) The installation of deadbolts in conjunction with an exterior door replacement is allowable on rental units only, however, it is not an

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allowable reimbursement when entrance doors are modified or repaired. Reimbursement will be based on the material costs for the door, the deadbolt, if applicable, and the labor.

- e. Exhaust fan repair or replacement;
- f. Floor repair for mobile home water heater;
- g. Knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- h. Minor roof repairs, and materials used to protect the materials installed from the weather;
- i. Mobile home skirting repairs to prevent animal infiltration;
- j. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and
- k. Range hood damper and fireplace chimney damper repair or installation.
- l. Exclusions:
 - 1. Air conditioner and/or furnace cleaning and filter replacement;
 - 2. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top or previously installed microwave;
 - 3. Sliding glass door repair and replacement;
 - 4. Window and glass repair and replacement; and
 - 5. Any other measure that has a chargeable line item.

Mobile Home: A manufactured home that is a permanent, full-time residential dwelling and is not used for commercial purposes.

Multi Unit Dwellings: Defined as residential dwelling structures containing more than one residential unit, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to contractors, Multi-Unit Dwellings are defined multi-unit dwellings, e.g. apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate.

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Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include, developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Single Family Dwelling: Defined as a residential dwelling structure containing no more than one residential unit. For purposes of travel reimbursement to contractors, Single Family Dwellings are defined as all building types with less than four attached residential units, including: duplexes, triplexes, and fourplexes.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick-built.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Weatherization-related training activities are designed to ensure that weatherization crewmembers of the Contractor and Subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety (CAS) testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door diagnostic, health and safety, CSD weatherization policies and procedures, CAS trainings may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participation and attendance to policy advisory committees and workgroups.

Wood-Fueled Stoves and Fireplace Inserts: Wood-fueled stoves and fireplace inserts installed under this program must meet the listing and labeling requirements of the CSD WIS. The recipient and landlord (if applicable) must agree that the stove will remain in the residence where installed. Installation must conform to local fire and building department regulations (Department of Housing and Community Development for Manufactured Homes), must be installed by a person licensed to perform such work, or Contractor must have on file written approval of such installation by a fire department or building inspection official. A building permit is required. A wood-fueled space heater shall not be installed in a dwelling for which natural gas service is available or to replace an existing, safely operating wood-fueled space heater.



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CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **Low-Income Home Energy Assistance Program**

PERIOD: **January 1, 2005 through December 31, 2005**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Title

Signature

Agency/Organization

Date

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(2005 LIHEAP)

Federal Use Only:

Standard Form – LLL

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

\\cobral\Shared\Contracts\Low Income Home Energy Assistance Program\2005 LIHEAP\CSU 2005 Exhibit J, Lobbying Certification.doc

2005 LIHEAP FORMS

Please use these forms as masters and distribute them to your programmatic and administrative staff that is involved in the 2005 Low-Income Home Energy Assistance Program.

- **Chart of Reporting Due Dates**
- **Sample Household Tally Sheet by Poverty Levels with Instructions for HEAP W/P/O/ FRR and WX**
- **Household Tally Sheet by Poverty Levels for HEAP W/P/O, ECIP W/P/O FRR and WX**
- **2005 LIHEAP Bimonthly Assurance 16/Intake/ECIP/HEAP Expenditure/Activity Report, CSD 670 (Rev. 12/04)**
- **2005 LIHEAP Bimonthly Weatherization Expenditure/Activity Report (and Instructions), CSD 680 (Rev. 12/04)**
- **LIHEAP Excess Revenue and Interest Income Expenditure and Close-out Report, CSD 733 (Rev. 12/04)**
- **Energy Intake Form, CSD 43 (Rev.10/04)**

2005 LIHEAP SCHEDULE OF REPORT DUE DATES

<u>2005 LIHEAP REPORTS</u>	Bimonthly 1 Jan-Feb	Bimonthly 2 Mar-Apr	Bimonthly 3 May-June	Bimonthly 4 Jul-Aug	Bimonthly 5 Sept-Oct	Bimonthly 6 Nov-Dec	
CSD 670 (Rev. 12/04) - LIHEAP ASSURANCE 16/INTAKE/ECIP/HEAP Bimonthly Expenditure Report	Mar-15-05	May-15-05	Jul-15-05	Sept-15-05	Nov-15-05	Jan-15-06	
CSD 680 (Rev. 12/04) - Weatherization Bimonthly Expenditure/Activity Report	Mar-15-05	May-15-05	Jul-15-05	Sept-15-05	Nov-15-05	Jan-15-06	
Close-out Report	*Due within ninety (90) calendar days after contract expires.						

****All Expenditure/Activity Reports (Rev. 12/04) must be submitted, including those reflecting zero activity.**

12/20/2004

2005 LIHEAP Program Year
SAMPLE HOUSEHOLD TALLY SHEET BY POVERTY LEVELS WITH INSTRUCTIONS
FOR HEAP W/P/O, ECIP W/P/O/ HCS, AND WX
(Based On Federal Fiscal Year 2004 Poverty Guidelines)

Size of Family Unit	POVERTY LEVELS AND MONTHLY GROSS INCOMES				
	Under 75%	75% - 100%	101.01% - 125%	125.01%-150%	Over 150.01%
1	< 581.88	581.89-775.83	775.84-969.79	969.80-1163.75	1163.76 and greater
2	< 780.63	780.64-1040.83	1040.84-1301.04	1301.05-1561.25	1561.26 and greater
3	< 979.38	979.39-1305.83	1305.84-1632.29	1632.30-1958.75	1958.76 and greater
4	< 1178.13	1178.14-1570.83	1570.84-1963.54	1963.55-2356.25	2356.26 and greater
5	< 1376.88	1376.89-1835.83	1835.84-2294.79	2294.80-2753.75	2753.76 and greater
6	< 1575.63	1575.64-2100.83	2100.84-2626.04	2626.05-3151.25	3151.26 and greater
7	< 1774.38	1774.39-2365.83	2365.84-2957.29	2957.30-3548.75	3548.76 and greater
8	< 1973.13	1973.14-2630.83	2630.84-3288.54	3288.55-3946.25	3946.26 and greater

(Note: The dollar amounts shown above will be updated annually on October 1.)

After service has been provided to the client, follow these instructions. A separate tally sheet must be used for each type of service (HEAP W/P/O, ECIP W/P/O/ HCS, WX):

1. In the chart above, find the number of people that are in the client's household using the "Size of Family Unit" column.
2. Follow that line across to find the column that contains the correct range for the client's monthly gross income.
3. Note the poverty level identified at the top of that column.
4. Using the tally sheet below, mark the household once in the correct poverty level column.
5. A total of these households will be reported to CSD on the bimonthly reports.

For example: A client receives HEAP W/P/O service. There are three people in the family with a monthly gross income of \$1,307.00, which is in the 101% - 125% poverty level range. In the sample chart below, the household is shown as receiving service on 1/04/05 and is recorded in the 101% - 125% column. (See the checkmark highlighted with a square in the tally sheet below).

SAMPLE TALLY SHEET						
Type of Service—check one: <input checked="" type="checkbox"/> HEAP W/P/O <input type="checkbox"/> ECIP W/P/O/ HCS <input type="checkbox"/> WX						
Dates of Service	P O V E R T Y L E V E L S					
	Under 75%	75% - 100%	101% - 125%	126% - 150%	Over 150%	Totals
1/4/05	✓✓✓✓	✓✓✓	✓	✓✓	✓✓	12
1/7/05	✓✓	✓✓✓✓	✓✓	✓✓✓	✓✓	13
1/12/05	✓	✓✓	✓✓✓	✓		7
1/14/05	✓✓✓	✓✓✓	✓✓	✓✓	✓✓✓	13
1/20/05	✓✓	✓✓	✓✓✓✓	✓✓✓	✓	12
1/25/05	✓✓✓✓	✓✓✓✓✓	✓✓✓	✓✓	✓✓✓✓	18
1/28/05	✓✓✓	✓✓✓✓	✓✓✓✓✓	✓✓✓	✓	16
Sample Totals	19	23	20	16	13	91

*** DO NOT SUBMIT THIS TALLY SHEET TO CSD.**

2005 LIHEAP Program Year
HOUSEHOLD TALLY SHEET BY POVERTY LEVELS
FOR HEAP W/P/O, ECIP W/P/O/ HCS AND WX
(Based On Federal Fiscal Year 2004 Poverty Guidelines)

(Note: The dollar amounts shown above will be updated annually on October 1.)

Size of Family Unit	POVERTY LEVELS AND MONTHLY GROSS INCOMES				
	Under 75%	75% - 100%	101.01% - 125%	125.01%-150%	Over 150.01%
1	< 581.88	581.89-775.83	775.84-969.79	969.80-1163.75	1163.76 and greater
2	< 780.63	780.64-1040.83	1040.84-1301.04	1301.05-1561.25	1561.26 and greater
3	< 979.38	979.39-1305.83	1305.84-1632.29	1632.30-1958.75	1958.76 and greater
4	< 1178.13	1178.14-1570.83	1570.84-1963.54	1963.55-2356.25	2356.26 and greater
5	< 1376.88	1376.89-1835.83	1835.84-2294.79	2294.80-2753.75	2753.76 and greater
6	< 1575.63	1575.64-2100.83	2100.84-2626.04	2626.05-3151.25	3151.26 and greater
7	< 1774.38	1774.39-2365.83	2365.84-2957.29	2957.30-3548.75	3548.76 and greater
8	< 1973.13	1973.14-2630.83	2630.84-3288.54	3288.55-3946.25	3946.26 and greater

(Note: The dollar amounts shown above will be updated annually on October 1.)

TALLY SHEET (A separate sheet must be used for each type of service.)						
Type of Service—check one: <input type="checkbox"/> HEAP W/P/O <input type="checkbox"/> ECIP W/P/O/ HCS <input type="checkbox"/> WX						
Dates of Service	P O V E R T Y L E V E L S					
	Under 75%	75% - 100%	101% - 125%	126% - 150%	Over 150%	Totals
Totals	#	#	#	#	#	#

*** DO NOT SUBMIT THIS TALLY SHEET TO CSD.**

2005 LIHEAP BIMONTHLY ASSURANCE 16/INTAKE/ECIP/HEAP EXPENDITURE/ACTIVITY REPORT

Contractor:		Advance Request:		Contract Number:	Report Period:		Adjustment ¹ <div style="text-align: center;"><input type="checkbox"/></div>
Prepared By (Print Name/Title):		E-Mail Address:		Telephone Number:		Fax Number:	

SECTION A - ASSURANCE 16 ACTIVITY PROGRAM COSTS							
1.	Assurance 16 Activities						\$
SECTION B - INTAKE PROGRAM COSTS (FOR HEAP AND ECIP)							
2.	Intake (eligibility determination) ²						\$
SECTION C - ADMINISTRATIVE COSTS (FOR ASSURANCE 16, ECIP, AND HEAP)							
3.	Administrative Costs						\$
	Intake - For informational use only ³		\$				
SECTION D - ECIP HCS PROGRAM COSTS - COOLING (Excludes Fast Track)							
		DWELLINGS	LABOR	MATERIALS	SUB- CONTRACTOR	OTHER LABOR	REPORT PERIOD EXPENDITURE
4.	Air Conditioning Unit Repair, Central (Max. \$1100 or 50% of Repl. Per Dwelling)	#	L	+M	\$	\$	\$
5.	Air Conditioning Unit Repair, Wall/Window (Max. \$448 or 50% of Repl. Per Dwelling)	#	L	+M			
6.	Air Conditioning Central, Replacement (Max. \$2200 Per Dwelling)	#	L	+M			
7.	Air Conditioning Wall/Window, Replace Multi-Story Wall Unit (Max. \$895 Per Dwelling)	#	L	+M			
8.	Air Conditioning Wall/Window, Replace Multi-Story Window Unit (Max. \$685 Per Dwelling)	#	L	+M			
9.	Air Conditioning Wall/Window, Replace Single-Story Wall Unit (Max. \$580 Per Dwelling)	#	L	+M			
10.	Air Conditioning Wall/Window, Replace Single-Story Window Unit (Max. \$420 Per Dwelling)	#	L	+M			
11.	Cooling Source Repair, Other Types (Max. \$250 or 50% of Repl. Per Dwelling)	#	L	+M			
12.	Cooling Source Replacement, Other Types Not Listed (Max. \$500 Per Dwelling)	#	L	+M			
13.	Evaporative Cooler Installation-New Roof Unit (Max. \$975 Per Dwelling)	#	L	+M			
14.	Evaporative Cooler Installation-New Wall Unit (Max. \$850 Per Dwelling)	#	L	+M			
15.	Evaporative Cooler Installation-New Window Unit (Max. \$780 Per Dwelling)	#	L	+M			
16.	Evaporative Cooler Installation-Replace Roof Unit (Max. \$850 Per Dwelling)	#	L	+M			
17.	Evaporative Cooler Installation-Replace Wall Unit (Max. \$655 Per Dwelling)	#	L	+M			
18.	Evaporative Cooler Installation-Replace Window Unit (Max. \$655 Per Dwelling)	#	L	+M			
19.	Evaporative Cooler Repair (Max. \$488 or 50% of Repl. Per Dwelling)	#	L	+M			
20.	Total ECIP Program Costs - Cooling						\$
SECTION E - ECIP HCS PROGRAM COSTS - HEATING (Excludes Fast Track)							
21.	Heating Source Repair, Ext. Wall Direct Vent Furnace (Max. \$450 or 30% of Repl. Per Dwelling)	#	L	+M	\$	\$	\$
22.	Heating Source Repair, FAU (Max. \$753 or 30% of Repl. Per Dwelling)	#	L	+M			
23.	Heating Source Repair, Floor Furnace (Max. \$518 or 30% of Repl. Per Dwelling)	#	L	+M			
24.	Heating Source Repair, Interior Wall Furnace (Max. \$660 or 30% of Repl. Per Dwelling)	#	L	+M			
25.	Heating Source Repair, Mobile Home Furnace (Max. \$618 or 30% of Repl. Per Dwelling)	#	L	+M			

¹ Enter the reporting period being adjusted. Insert only increases or decreases on each line item being revised, using + or - sign.

² Intake costs in excess of 2% may be charged to Administrative Costs.

³ Enter actual additional Intake charged to Administrative Costs.

2005 LIHEAP BIMONTHLY ASSURANCE 16/INTAKE/ECIP/HEAP EXPENDITURE/ACTIVITY REPORT

Contractor:		Advance Request:		Contract Number:		Report Period:		Adjustment ¹ <div style="text-align: center;">□</div>	
Prepared By (Print Name/Title):		E-Mail Address:			Telephone Number:		Fax Number:		

SECTION E - ECIP HCS PROGRAM COSTS - HEATING (Excludes Fast Track) - continued		DWELLINGS	LABOR	MATERIALS	SUB-CONTRACTOR	OTHER LABOR	REPORT PERIOD EXPENDITURE
26.	Heating Source Repair, Other Types (Max. \$1000 or 30% of Repl. Per Dwelling)	#	L	+M	\$	\$	\$
27.	Heating Source Repair, Package Unit (Max. \$1170 or 30% of Repl. Per Dwelling)	#	L	+M			
28.	Heating Source Repair, Wood Fueled Appliance (Max. \$900 or 30% of Repl. Per Dwelling)	#	L	+M			
29.	Heating Source Replacement, Exterior Wall Direct Vent Furnace (Max. \$1500 Per Dwelling)	#	L	+M			
30.	Heating Source Replacement, FAU (Max. \$2510 Per Dwelling)	#	L	+M			
31.	Heating Source Replacement, Floor Furnace (Max. \$1725 Per Dwelling)	#	L	+M			
32.	Heating Source Replacement, Interior Wall Furnace (Max. \$2200 Per Dwelling)	#	L	+M			
33.	Heating Source Replacement, Mobile Home Furnace (Max. \$2060 Per Dwelling)	#	L	+M			
34.	Heating Source Replacement, Other Types (Max. \$3000 Per Dwelling)	#	L	+M			
35.	Heating Source Replacement, Package Unit (Max. \$3900 Per Dwelling)	#	L	+M			
36.	Heating Source Replacement, Wood Fueled Appliance (Max. \$3000 Per Dwelling)	#	L	+M			
37.	Total ECIP Program Costs - Heating						\$

SECTION F - ECIP HCS PROGRAM COSTS - OTHER (Excludes Fast Track)		DWELLINGS	LABOR HOURS	FEES OR RATE	LABOR - CREW	OTHER LABOR	REPORT PERIOD EXPENDITURE
38.	Disposal Fees	#	#	F	\$	\$	\$
39.	Permits	#	#	F			
40.	Lead-Safe Weatherization Materials	#					
41.	Single Family Dwelling	#		X			
42.	Multi-Family Dwelling (5 or More Units)	#		X 3.00			
43.	Mileage Outside of 60-Mile Round Trip	#	Miles	X 0.66			
44.	Total ECIP Program Costs - Other HCS						\$

SECTION G - OTHER ECIP PROGRAM COSTS (Excludes Fast Track)			
45.	Outreach	\$	
46.	Wood/Propane/Oil Payments		
47.	Other ²		
48.	Total Other ECIP Program Costs		\$

SECTION H - HEAP OUTREACH/WPO ACTIVITY COSTS (Excludes HEAP Electric and Gas Households)			
49.	Outreach	\$	
50.	Wood/Propane/Oil Payments		
51.	Total HEAP Outreach/WPO Activity Costs		\$

SECTION I - TOTAL EXPENDITURES		GRAND TOTAL	
52.	Total Expenditures (Lines 1, 2, 3, 20, 37, 44, 48, 51)		\$

¹ Enter the reporting period being adjusted. Insert only increases or decreases on each line item being revised, using + or - sign.

² Used only for households receiving emergency assistance.

2005 LIHEAP BIMONTHLY ASSURANCE 16/INTAKE/ECIP/HEAP EXPENDITURE/ACTIVITY REPORT

Contractor:			Contract Number:		Report Period:		Adjustment ¹ <input type="checkbox"/>	
Prepared By (Print Name/Title):			E-Mail Address:		Telephone Number:		Fax Number:	

SECTION J - ECIP PROGRAM HOUSEHOLDS				SECTION M - ECIP NUMBER OF HOUSEHOLDS ASSISTED BY ENERGY BURDEN (Unduplicated-Include all households served both vulnerable population and non-vulnerable population)			
53.	Cooling Repair & Replacement Households ²	#		70.	Range: From 0% to 5.0%	#	
54.	Heating Repair & Replacement Households ³	#		71.	Range: From 5.1% to 10%	#	
55.	Wood/Propane/Oil Households	#		72.	Range: From 10.1% to 15%	#	
56.	Other ⁴	#		73.	Range: From 15.1% to 20%	#	
57.	Total ECIP Program Households	#		74.	Range: From 20.1% to 25%	#	
SECTION K - ECIP REPAIR AND REPLACEMENT CONDITIONS				75.	Range: From 25.1% and higher	#	
58.	Dwellings With Non-Operating Cooling Source	#		76.	Total Households Assisted By Energy Burden ⁵	#	
59.	Dwellings With Cooling Source in Crisis	#		SECTION N - ECIP WEATHERIZATION REFERRALS			
60.	Total Households Receiving Cooling Services ²	#		77.	Dwellings Referred to LIHEAP or DOE Weatherization Programs	#	
61.	Dwellings with Non-Operating Heating Source	#		78.	Dwellings Referred to Other Non-CSD Weatherization Programs	#	
62.	Dwellings with Heating Source in Crisis			79.	Dwellings Currently or Previously Weatherized and Not Requiring Referral	#	
63.	Total Households Receiving Heating Services ³	#		80.	Dwellings Not Referred for Weatherization Services	#	
SECTION L - ECIP NUMBER OF HOUSEHOLDS ASSISTED WITH GROSS MONTHLY INCOMES (Transfer totals from the HHs Tally Sheet by Poverty Levels)				81.	Total Units Referred For Weatherization Services	#	
64.	Under 75%	#		SECTION O - ECIP NUMBER OF HOUSEHOLDS ASSISTED WITH AT LEAST ONE MEMBER WHO IS: (Households may be counted in more than one category, but not for the same vulnerable population.)			
65.	75% - 100%	#		82.	Elderly (60 Years or Older)	#	
66.	101% - 125%	#		83.	Disabled	#	
67.	126% - 150%	#		84.	Age 5 Years or Under (This is NOT a total of lines 79 and 80)	#	
68.	Over 150%	#		85.	Age 2 Years and Under	#	
69.	Total Households Assisted With Gross Monthly Incomes ⁵	#		86.	Age 3 Years Through 5 Years	#	
				SECTION P - ECIP AVERAGE HOUSEHOLD ENERGY BURDEN			
				87.	From the Intake applications, calculate the average energy burden percentage of WPO and HCS households assisted during the reporting period.		%

¹ Enter the reporting period being adjusted. Insert only increases or decreases on each line item being revised, using + or - sign.

² These totals must match.

³ These totals must match.

⁴ Used only for households receiving emergency assistance.

⁵ These totals must match.

2005 LIHEAP BIMONTHLY ASSURANCE 16/INTAKE/ECIP/HEAP EXPENDITURE/ACTIVITY REPORT

Contractor:			Contract Number:		Report Period:		Adjustment ¹ <input type="checkbox"/>		
Prepared By (Print Name/Title):			E-Mail Address:			Telephone Number:		Fax Number:	
SECTION Q - HEAP OUTREACH/WPO ACTIVITY HOUSEHOLDS (Excludes HEAP Electric and Gas Households)					SECTION S - HEAP NUMBER OF HOUSEHOLDS ASSISTED BY ENERGY BURDEN (Unduplicated - Include all households served, both vulnerable population and non-vulnerable population.)				
88.	Wood/Propane/Oil Households ²	#	97.	Range: From 0% to 5.0%	#				
89.	Number of HEAP WPO Households With at Least One Vulnerable Population Client per Dwelling	#	98.	Range: From 5.1% to 10%					
			99.	Range: From 10.1% to 15%					
90.	Percent of Vulnerable Population Households Assisted with HEAP WPO (Divide line 89 by line 88)	%	100.	Range: From 15.1% to 20%					
			101.	Range: From 20.1% to 25%					
			102.	Range: From 25.1% and higher					
SECTION R - NUMBER OF HOUSEHOLDS ASSISTED WITH GROSS MONTHLY INCOMES (Transfer totals from the Households Tally Sheet by Poverty Levels)			103.	TOTAL HOUSEHOLDS BY ENERGY BURDEN ² #					
91.	Under 75%	#	SECTION T - HEAP NUMBER OF HOUSEHOLDS ASSISTED WITH AT LEAST ONE MEMBER WHO IS: (Households may be counted in more than one category, but not for same vulnerable population.)						
92.	75% - 100%		104.	Elderly (60 Years or Older)	#				
93.	101% - 125%		105.	Disabled					
94.	126% - 150%		106.	Age 5 Years or Under (This is NOT a total of lines 55 and 56 below)					
95.	Over 150%		107.	Age 2 Years and Under					
96.	TOTAL HOUSEHOLDS WITH GROSS MONTHLY INCOMES ² #		108.	Age 3 Years Through 5 Years					
			SECTION U - HEAP AVERAGE HOUSEHOLD ENERGY BURDEN						
			109.	From the Intake applications, calculate the average energy burden percentage of WPO households assisted during the reporting period.	%				
CONTRACTOR'S CERTIFICATION									
The authorized signature below certifies that this report is a true and accurate presentation of actual Expenditures and Activities made during the reporting period, and that these Expenditures and Activities were made in accordance with the purpose and conditions of the contract referenced above.									
Authorized Person (Print Name/Title):			Signature: ▶			Date:		Advance Repayment:	
CSD ACCOUNTING USE ONLY									
Payment:			PCA#			Approved By:		Date:	
<div><div>¹ Enter the reporting period being adjusted. Insert only increases or decreases on each line item being revised, using + or - sign.</div><div>² These totals must match.</div></div>									

INSTRUCTIONS
2005 LIHEAP BIMONTHLY ASSURANCE 16/INTAKE/ECIP/HEAP EXPENDITURE/ACTIVITY REPORT
CSD 670 (Rev. 12/04)

HEADING

Enter the name of your agency, contract number, report period, and check "Adjustment", if applicable. Enter the name of the person preparing the report, direct telephone number, fax number, and e-mail address.

REPORT ADJUSTMENT

Enter the report period to be adjusted and check (✓) the box in the Report Adjustment block. Enter the amounts to be adjusted only. Use plus (+) or minus (-) to the left of the amount being adjusted. **Do not include data already reported to CSD.**

REIMBURSEMENT CRITERIA FOR MEASURE INSTALLATION

When labor, materials, square footage, and linear footage measures are being charged, you must enter the amount in the corresponding rows/columns to obtain credit for the measure/costs. Do not leave the dwelling and the unit of measure or the labor and materials columns blank if the measure was installed.

When calculating labor costs, use only actual hours incurred for the installation of measures by crew members. Labor costs associated with supervisors, support staff, and down time are included in the approved labor rate. Travel time shall not be charged under any measure line item and is included in the travel reimbursement fees (Section F) and the approved labor rate.

REIMBURSEMENT CRITERIA FOR MEASURE INSTALLATION BY SUBCONTRACTORS

If a Subcontractor was used to install any measure, enter the total cost for labor and materials charged by the Subcontractor in the Subcontractor column. If the Subcontractor disposes of appliances and obtains permits, include these costs within the total cost of the measure under the Subcontractor column. Do **not** include costs for appliance disposal and permits provided by a Subcontractor under Section V.

Additional materials and crew members' labor that share in the installation of a measure when a Subcontractor is used can be charged. Use the actual labor hours of crew members at the approved labor rate. Enter these costs under the Labor and Materials columns and do not include in the Subcontractor column.

If labor costs associated with support staff are incurred when using a Subcontractor and there are **no** billable crew member hours for the measure, actual labor hours for support staff time are reimbursable. A modified fixed labor rate determined by the Contractor or actual labor costs shall be used. A modified fixed labor rate that is to be used must be submitted to CSD for approval before requesting reimbursement for these costs. Enter the labor costs under the "Other Labor" column and do not include in the Subcontractor column or the Labor column for basic crew members.

REIMBURSEMENT CRITERIA FOR DISPOSAL FEES AND PERMITS

Contractor shall bill under Section V the actual labor hours incurred by weatherization crew members or other personnel associated with the direct facilitation of the disposal of appliances and the procurement of permits. Labor hours for other personnel are billable only if there are no billable hours for weatherization crew members for these services. The approved labor rate will be allowable for weatherization crew members only. For other personnel, a modified fixed labor rate determined by the Contractor or actual labor costs shall be used.

Note: Contractor must be able to substantiate all labor hours and labor costs charged.

PAGES 1 - 2

SECTION A – ASSURANCE 16 ACTIVITY PROGRAM COSTS

Line 1 – Assurance 16 Activities - Enter the actual expenditures incurred for Assurance 16 Activities.

SECTION B – INTAKE PROGRAM COSTS (FOR HEAP AND ECIP)

Line 2 – Intake - Enter the actual expenditures incurred for Intake. Intake is defined as the act of determining if a person

seeking LIHEAP assistance is eligible for such services. Includes, but is not limited to, the process of completing an intake form and reviewing applicant's documentation in order to verify eligibility.

SECTION C – ADMINISTRATIVE COSTS (FOR ASSURANCE 16, ECIP, AND HEAP)

Line 3 – Administrative Costs - Enter the actual expenditures incurred for Administration. Include salaries, wages, workers compensation, and fringe benefits for administrative staff, accounting, audit, equipment, facilities, office supplies, telephone, travel, utilities, and miscellaneous. Enter the actual expenditures for Intake that exceeds 2% and is included in the actual expenditures charged to Administrative Costs on line 1 (for informational use only).

SECTION D AND E – ECIP HCS PROGRAM COSTS – COOLING AND HEATING

Lines 4 through 36 – Cooling - Enter the number of dwellings that received these measures. Calculate costs by using actual labor hours of crew members only and materials used and/or subcontractor fees. If crew members were required to perform some work in conjunction with the Subcontractor, labor calculated on the actual labor hours for crew members only and materials used should be entered under labor and materials. Labor costs in association with supervision and support staff are included in the approved labor rate. Enter the sum in Report Period Expenditure column.

Lines 20 and 37 – Total ECIP HCS Program Costs – Cooling and Heating - Enter the sum of lines 4 through 19 in line 20. Enter the sum of lines 21 through 36 in line 37.

SECTION F – ECIP HCS PROGRAM COSTS – OTHER

Lines 38 through 39 – Disposal Fees and Permits - Enter the number of dwellings, number of fees, total fees paid and labor costs. Refer to the Reimbursement Criteria for Disposal Fees and Permits at the beginning of these instructions. Appliance disposal and permits provided by a Subcontractor should be included in the Subcontractor column for the measure associated with such fees. Do not include the Subcontractor's costs for these items in this section. Enter the sum in the Report Period Expenditure column.

Line 40 – Lead-Safe Weatherization Materials - Enter the number of dwellings that received lead-safe weatherization for the period. Crew members' labor hours associated with lead-safe weatherization shall be included in minor envelope repair or the measure associated with the performance of lead-safe weatherization. Enter the total materials in the Report Period Expenditure column.

Line 41 - Single Family Dwelling - Enter the number of single-family dwellings (1 to 4 units) and multiply by the approved labor rate. Enter the sum in the Report Period Expenditure column.

Line 42 – Multi-Family Dwelling - Enter the number of multi-family dwellings (5 or more units) and multiply by \$3.00 and enter the sum in the Report Period Expenditure column.

Line 43 – Mileage Outside of 60-Mile Round Trip - Enter the number of dwellings where the round-trip travel exceeds 60 miles. Enter the miles that exceed the 60-mile limit and multiply by \$0.66. Enter the sum in the Report Period Expenditure column. Mileage must be documented in order to receive reimbursement.

Note: Only one travel charge and mileage allowance is allowed per SFD completed unit; however for MUD units, mileage reimbursement is limited to a single round-trip per day.

Line 44 – Total ECIP Program Costs – Other HCS - Enter the sum of lines 38 through 43.

SECTION G – OTHER ECIP PROGRAM COSTS

Lines 45 through 46 – Outreach and Wood/Propane/Oil Payments - Enter the actual expenditures excluding Fast Track payments incurred in Outreach and Wood/Propane/Oil Payments.

Line 47 – Other - Enter the actual expenditures for those households receiving emergency assistance.

Line 48 – Total Other ECIP Program Costs - Enter the sum of lines 44 through 47.

SECTION H – HEAP OUTREACH/WPO ACTIVITY COSTS

Lines 49 through 50 – Outreach and Wood/Propane/Oil Payments - Enter the actual expenditures incurred excluding HEAP Electric and Gas Households incurred in Outreach and Wood/Propane/Oil Payments.

Line 51 – Total HEAP Outreach/WPO Activity Costs - Enter the sum of lines 49 through 50.

SECTION I – TOTAL EXPENDITURES

Line 52 – Total Expenditures - Enter the sum of lines 1, 2, 3, 20, 37, 44, 48, and 51. This total represents the total reimbursement for the period.

PAGE 3

SECTION J – ECIP PROGRAM HOUSEHOLDS

Lines 53 through 55 – Cooling and Heating Repair & Replacement and Wood/Propane/Oil Households - Enter the number of households in the appropriate category.

Line 56 – Other - Enter the number of households that received emergency assistance.

Line 57 – Total ECIP Program Households - Enter the sum of lines 53 through 56. This total should equal the total in Section L and M.

SECTION K – ECIP REPAIR AND REPLACEMENT CONDITIONS

Lines 58 through 62 – Repair and Replacement Conditions - Enter the number of households receiving cooling and heating services in the appropriate condition.

Lines 60 and 63 – Total Households Receiving Cooling and Heating Services - Enter the sum of lines 58 through 59 in line 60. Enter the sum of lines 61 through 62 in line 63. Line 60 should equal the number in line 53. Line 63 should equal the number in line 54.

SECTION L – ECIP NUMBER OF HOUSEHOLDS ASSISTED WITH GROSS MONTHLY INCOMES

Lines 64 through 68 – Gross Monthly Income - Enter the number of Households Assisted in the appropriate range. Count each household once.

Line 69 – Total Households with Gross Monthly Incomes - Enter the sum of lines 64 through 68. This total should equal the total in Section J and M.

SECTION M – ECIP NUMBER OF HOUSEHOLDS ASSISTED BY ENERGY BURDEN

Lines 70 through 75 – Energy Burden Ranges - Enter the number of Households Assisted in the appropriate range. Count each household once.

Line 76 – Total Households by Energy Burden - Enter the sum of lines 70 through 75. This total should equal the total in Section J and L.

SECTION N – ECIP WEATHERIZATION REFERRALS

Lines 77 through 80 – ECIP Weatherization Referrals - Enter the number of households in the appropriate category. Count each household once.

Line 81 – Total Units Referred for Weatherization Services - Enter the sum of lines 77 through 80.

SECTION O – ECIP NUMBER OF HOUSEHOLDS ASSISTED WITH AT LEAST ONE MEMBER WHO IS:

Lines 82 through 86 – Number of Households Assisted with at Least One Member In a Vulnerable Population Category - Enter the number of households who fall within the listed vulnerable population categories. A household may be counted in more than one category. The number in line 84 is not a total of lines 85 and 86.

SECTION P– AVERAGE HOUSEHOLD ENERGY BURDEN

Line 87– Average Household Energy Burden – From the Intake applications, calculate the average energy burden percentage of WPO and HCS households assisted during the reporting period.

PAGE 4**SECTION Q – HEAP OUTREACH/WPO ACTIVITY HOUSEHOLDS**

Lines 88 through 89 – HEAP Outreach/WPO Activity - Enter the number of households receiving Wood/Propane/Oil Payments. Enter the number of households receiving Wood/Propane/Oil Payments with at least one Vulnerable Population Client.

Line 90 – Percent of Vulnerable Population Households Assisted - Calculate the percentage by dividing line 89 by line 88.

SECTION R – NUMBER OF HOUSEHOLDS ASSISTED WITH GROSS MONTHLY INCOMES

Lines 91 through 95 – Gross Monthly Income - Enter the number of Households Assisted in the appropriate range. Count each household once.

Line 96 – Total Households with Gross Monthly Incomes - Enter the sum of lines 91 through 95. This total should equal the total in line 88 and Section S.

SECTION S – HEAP NUMBER OF HOUSEHOLDS ASSISTED BY ENERGY BURDEN

Lines 97 through 102 – Energy Burden Ranges - Enter the number of Households Assisted in the appropriate range. Count each household once.

Line 103 – Total Households by Energy Burden - Enter the sum of lines 97 through 102. This total should equal the total in line 88 and Section R.

SECTION T – HEAP NUMBER OF HOUSEHOLDS ASSISTED WITH AT LEAST ONE MEMBER WHO IS:

Line 104 through 108 - Number of Households Assisted with at Least One Member In a Vulnerable Population Category - Enter the number of households who fall within the listed vulnerable population categories. A household may be counted in more than one category. The number in line 106 is not a total of lines 107 and 108.

SECTION U – AVERAGE HOUSHOLD ENERGY BURDEN

Line 109 – Average Household Energy Burden - From the Intake applications, calculate the average energy burden percentage of WPO households assisted during the reporting period.

2005 LIHEAP BIMONTHLY WEATHERIZATION EXPENDITURE/ACTIVITY REPORT

Contractor:		Contract Number:	Report Period:	Advance Request:	Adjustment ¹ <div style="text-align: center;"><input type="checkbox"/></div>
Prepared By (Print Name/Title):		E-mail Address:		Telephone Number:	Fax Number:

SECTION A - ADMINISTRATIVE COSTS				REPORT PERIOD EXPENDITURES	
1.	Administrative Costs		\$		
	Intake - For informational use only ²	\$			

SECTION B - OTHER PROGRAM COSTS			
2.	Liability Insurance		\$
3.	Training		
4.	Vehicle and Equipment		
	Duct Blasters - For informational use only	\$	
5.	Total Other Program Costs		\$

SECTION C - PROGRAM COSTS		
6.	Intake (Eligibility Determination) ⁴	\$
7.	Direct Program Activities (From Section X Line 113 on Page 6)	
8.	Outreach	
9.	Workers' Compensation ⁵	
10.	Total Program Costs	\$

SECTION D - TOTAL EXPENDITURES (Lines 1, 5, 10)		\$
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CONTRACTOR'S CERTIFICATION

The authorized signature below certifies that this report is a true and accurate presentation of actual Expenditures and Activities made during the reporting period, and that these Expenditures and Activities were made in accordance with the purpose and conditions of the contract referenced above.

Authorized Person (Print Name/Title):	Signature:	Date:	Advance Repayment:
---------------------------------------	------------	-------	--------------------

CSD ACCOUNTING USE ONLY	
Payment:	PCA#
Approved By:	Date:

¹ Enter the reporting period being adjusted. Insert only increases or decreases on each line item being revised using + or - sign.

² Enter actual additional Intake costs charged to Administrative costs.

³ Enter the actual costs for the purchase of Duct Blasters charged to Vehicle and Equipment.

⁴ Intake costs in excess of 2% may be charged to Administrative costs.

⁵ Workers compensation under Program Operations must include only those insurance costs associated with installation crews, program-direct supervisors and program support staff. Do not include insurance associated with administrative staff.

2005 LIHEAP BIMONTHLY WEATHERIZATION EXPENDITURE/ACTIVITY REPORT

Contractor:			Contract Number:		Report Period:		Adjustment ¹ <div style="text-align: center;">□</div>	
Prepared By (Print Name/Title):			E-mail Address:		Telephone Number:		Fax Number:	

SECTION E - TYPES OF DWELLINGS WEATHERIZED				SECTION I - NUMBER OF HOUSEHOLDS ASSISTED WITH AT LEAST ONE MEMBER WHO IS: (Household may be counted in more than one category, but not for same vulnerable population)			
1.	Single Family - Owner	#					
2.	Single Family - Rental	#					
3.	Multi: Duplex, Triplex - Owner	#					
4.	Multi: Duplex, Triplex - Rental	#					
5.	Multi: Apartment - Owner	#					
6.	Multi: Apartment - Rental	#					
7.	Mobile Home - Owner	#					
8.	Mobile Home - Rental	#					
9.	Unoccupied Dwellings	#					
10.	Total Units Weatherized ²	#					
SECTION F - NUMBER OF HOUSEHOLDS ASSISTED WITH GROSS MONTHLY INCOMES (Transfer totals from the Household Tally Sheet by Poverty Levels)				SECTION J - VULNERABLE POPULATION			
11.	Under 75%	#					
12.	75% - 100%	#					
13.	101% - 125%	#					
14.	126% - 150%	#					
15.	Over 150%	#					
16.	Total Households with Gross Monthly Incomes ²	#					
SECTION G - NUMBER OF HOUSEHOLDS ASSISTED BY ENERGY BURDEN (Unduplicated--include all households served, both vulnerable population and non-vulnerable population)							
17.	Range: From 0% to 5.0%	#					
18.	Range: From 5.1% to 10%	#					
19.	Range: From 10.1% to 15%	#					
20.	Range: From 15.1% to 20%	#					
21.	Range: From 20.1% to 25%	#					
22.	Range: From 25.1% and higher	#					
23.	Total Households by Energy Burden ²	#					
SECTION H - PROGRAM LEVERAGING							
24.	LIHEAP Only Units	#					
25.	Combination Units (Leveraged With DOE WAP only)	#					
26.	Total Units Leveraged ²	#					
SECTION I - NUMBER OF HOUSEHOLDS ASSISTED WITH AT LEAST ONE MEMBER WHO IS: (Household may be counted in more than one category, but not for same vulnerable population)							
27.	Elderly (60 Years or Older)	#					
28.	Disabled	#					
29.	Age 5 Years or Under (NOT a total of lines 30 & 31)	#					
30.	Age 2 Years or Under	#					
31.	Age 3 Years Through 5 Years	#					
SECTION K - AVERAGE HOUSEHOLD ENERGY BURDEN							
32.	Number of Dwellings Weatherized with at least One Vulnerable Population Client per Household	#					
33.	Percent of Households Weatherized with Vulnerable Population (Divide Line 32 by Line 10)	%					
SECTION L - OTHER UNIT TYPES							
34.	Average Household Energy Burden	%					
SECTION M - LEAD-SAFE WEATHERIZED UNITS							
35.	Number of All Electric Units	#					
36.	Number of Units with Gas Appliances Not Requiring CAS Testing	#					
37.	Number of Units with FAUs	#					
38.	Total Reweatherized Units	#					
39.	Total Units Receiving Assessments and/or Diagnostic Tests But No Other Weatherization Services	#					
SECTION N - HOUSING AND URBAN DEVELOPMENT (HUD) UNITS							
40.	Units Built Before 1979 (Include HUD Units)	#					
41.	HUD Units Weatherized	#					
42.	HUD Units Built Before 1979	#					
43.	HUD Units Requiring Certified Lead-Safe Inspections After Weatherization	#					

¹ Enter the reporting period being adjusted. Insert only increases or decreases on each line item being revised using + or - sign.

² These totals must match.

2005 LIHEAP BIMONTHLY WEATHERIZATION EXPENDITURE/ACTIVITY REPORT

Contractor:			Contract Number:		Report Period:		Adjustment ¹ <input type="checkbox"/>	
Prepared By (Print Name/Title):			E-mail Address:		Telephone:		Fax Number:	

SECTION O - ASSESSMENTS AND DIAGNOSTICS				# OF DWELLINGS	UNIT OF MEASURE OR LABOR	RATE OR MATERIALS	SUB-CONTRACTOR	OTHER LABOR	REPORT PERIOD EXPENDITURE
1.	Unit Assessment with Attic	#		X	65.00	\$		\$	
2.	Unit Assessment without Attic	#		X	40.00				
3.	Combustion Appliance Safety Pre-Test	#		X	70.00				
4.	Combustion Appliance Safety Post-Test	#		X	40.00				
5.	Blower Door Test	#		X	75.00				
6.	Duct Leakage Pre-Test (with Blower Door)	#		X	30.00				
7.	Duct Leakage Post-Test (with Blower Door)	#		X	30.00				
8.	Duct Leakage Pre-Test (with Duct Blaster)	#		X	60.00				
9.	Duct Leakage Post-Test (with Duct Blaster)	#		X	50.00				
10.	Contractor Post-Weatherization Inspection (Max. 3 Hrs. Per Dwelling @ Approved Labor Rate)	#	Hrs.	X					
11.	Total Assessments and Diagnostics								\$

SECTION P - MANDATORY HEALTH + SAFETY MEASURES								
12.	Carbon Monoxide Alarm, Line-cord or Hard-wire (Max. \$189 Per Dwelling)	#	L	+M	\$	\$	\$	
13.	Carbon Monoxide Alarm, Lithium Battery (Max. \$135 Per Dwelling)	#	L	+M				
14.	Gas Cooking Appliance Repair (Max. \$348 or 50% of Repl. Per Dwelling)	#	L	+M				
15.	Gas Cooking Appliance Replacement, Range or Cook Top (Max. \$695 Per Dwelling)	#	L	+M				
16.	Gas Water Heater Repair (Max. \$490 or 50% of Repl. Per Dwelling)	#	L	+M				
17.	Gas Water Heater Replacement, Closed Combustion (Max. \$750 Per Dwelling)	#	L	+M				
18.	Gas Water Heater Replacement, Open Combustion (Max. \$980 Per Dwelling)	#	L	+M				
19.	Heating Source Repair, Exterior Wall Direct Vent Furnace (Max. \$450 or 30% of Repl. Per Dwelling)	#	L	+M				
20.	Heating Source Repair, FAU (Max. \$753 or 30% of Repl. Per Dwelling)	#	L	+M				
21.	Heating Source Repair, Floor Furnace (Max. \$518 or 30% of Repl. Per Dwelling)	#	L	+M				
22.	Heating Source Repair, Interior Wall Furnace (Max. \$660 or 30% of Repl. Per Dwelling)	#	L	+M				
23.	Heating Source Repair, Mobile Home Furnace (Max. \$618 or 30% of Repl. Per Dwelling)	#	L	+M				
24.	Heating Source Repair, Other Types Not Listed (Max \$1000 or 30% of Repl. Per Dwelling)	#	L	+M				
25.	Heating Source Repair, Package Unit (Max. \$1170 or 30% of Repl. Per Dwelling)	#	L	+M				
26.	Heating Source Repair, Wood-Fueled Appliance (Max. \$900 or 30% of Repl. Per Dwelling)	#	L	+M				
27.	Heating Source Replacement, Exterior Wall Direct Vent Furnace (Max. \$1500 Per Dwelling)	#	L	+M				
28.	Heating Source Replacement, FAU (Max. \$2510 Per Dwelling)	#	L	+M				
29.	Heating Source Replacement, Floor Furnace (Max. \$1725 Per Dwelling)	#	L	+M				

2005 LIHEAP BIMONTHLY WEATHERIZATION EXPENDITURE/ACTIVITY REPORT

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Prepared By (Print Name/Title):		E-mail Address:		Telephone:		Fax Number:	

SECTION P - MANDATORY HEALTH + SAFETY MEASURES - continued				# OF DWELLINGS	UNIT OF MEASURE OR LABOR	RATE OR MATERIALS	SUB- CONTRACTOR	OTHER LABOR	REPORT PERIOD EXPENDITURE
30.	Heating Source Replacement, Interior Wall Furnace (Max. \$2200 Per Dwelling)	#	L	+M	\$	\$	\$		
31.	Heating Source Replacement, Mobile Home Furnace (Max. \$2060 Per Dwelling)	#	L	+M					
32.	Heating Source Replacement, Other Types (Max. \$3000 Per Dwelling)	#	L	+M					
33.	Heating Source Replacement, Package Unit (Max. \$3900 Per Dwelling)	#	L	+M					
34.	Heating Source Replacement, Wood-Fueled Appliance (Max. \$3000 Per Dwelling)	#	L	+M					
35.	Total Mandatory Health & Safety Measures						\$		
SECTION Q - MANDATORY INSULATION MEASURES									
36.	Attic Ventilation (Max. \$355 Per Dwelling)	#	L	+M	\$	\$	\$		
37.	Ceiling Insulation R-11 (Per Sq. Foot)	#	SF	X	0.54				
38.	Ceiling Insulation R-19 (Per Sq. Foot)	#	SF	X	0.66				
39.	Ceiling Insulation R-30 (Per Sq. Foot)	#	SF	X	0.74				
40.	Ceiling Insulation R-38 (Per Sq. Foot)	#	SF	X	0.88				
41.	Duct Insulation (Per Sq. Foot)	#	SF	X	0.95				
42.	Kneewall Insulation R-13 (Per Sq. Foot)	#	SF	X	0.66				
43.	Kneewall Insulation R-19 (Per Sq. Foot)	#	SF	X	0.74				
44.	Total Mandatory Insulation Measures						\$		
SECTION R - MANDATORY INFILTRATION REDUCTION MEASURES									
45.	Caulking, Mobile Home (Per Dwelling)	#		X	90.00	\$	\$	\$	
46.	Caulking, Multi Unit (Per Dwelling)	#		X	45.00				
47.	Caulking, Single Family (Per Dwelling)	#		X	75.00				
48.	Cover Plate Gaskets (Per Dwelling)	#		X	33.00				
49.	Duct Repair & Replacement (Max. \$1223 Per Dwelling)	#	L	+M					
50.	Glass Replacement (Max. \$350 Per Dwelling)	#	L	+M					
51.	Minor Envelope Repair (Max. \$887 Per Dwelling)	#	L	+M					
52.	Sliding Glass Door Repair (Max. \$400 Per Dwelling)	#	L	+M					
53.	Sliding Glass Door Replacement (Max. \$950 Per Dwelling)	#	L	+M					
54.	Weatherstripping, Hinged Exterior Door (Per Door)	#	#	X	44.00				
55.	Weatherstripping, Other (Per Linear Foot)	#	LF	X	2.10				
56.	Window Replacement (Max. Average \$825 Per Dwelling)	#	L	+M					
57.	Total Mandatory Infiltration Reduction Measures						\$		

2005 LIHEAP BIMONTHLY WEATHERIZATION EXPENDITURE/ACTIVITY REPORT

Contractor:		Contract Number:		Report Period:		Adjustment <div style="text-align: center;"><input type="checkbox"/></div>	
Prepared By (Print Name/Title):		E-mail Address:		Telephone:		Fax Number:	

SECTION S - MANDATORY GENERAL HEAT WASTE MEASURES	# OF DWELLINGS	UNIT OF MEASURE OR LABOR	RATE OR MATERIALS	SUB-CONTRACTOR	OTHER LABOR	REPORT PERIOD EXPENDITURE
58. Evaporative Cooler/Air Conditioner Vent Cover, Interior (Per Cover)	#	#	X 66.00	\$	\$	\$
59. Hot Water Flow Restrictor, Faucet Restrictor (Per Device)	#	#	X 8.00			
60. Hot Water Flow Restrictor, Hand-Held Low-Flow Showerhead (Per Device)	#	#	X 35.00			
61. Hot Water Flow Restrictor, Low-Flow Showerhead (Per Device)	#	#	X 27.00			
62. Water Heater Blanket (Per Blanket)	#	#	X 40.00			
63. Water Heater Pipe Wrap (Per Linear Foot)	#	LF	X 3.90			
64.	Total Mandatory General Heat Waste Measures					\$
SECTION T - MANDATORY ELECTRIC BASE LOAD MEASURES						
65. Compact Fluorescent Lamps, Hard-Wired (Limit One, Max. \$85 Per Dwelling)	#	L	+M	\$	\$	\$
66. Compact Fluorescent Lamps, Thread-Based (Limit Five, Max. \$70 Per Dwelling)	#	#	X 14.00			
67. Electric Water Heater Repair (Max. \$350 or 50% of Repl. Per Dwelling)	#	L	+M			
68. Electric Water Heater Replacement (Max. \$700 Per Dwelling)	#	L	+M			
69. Fluorescent Torchiere Lamp Replacement (Limit One Per Dwelling)	#		X 75.00			
70. Refrigerator Replacement (Max. \$1032 Per Dwelling)	#	L	+M			
71.	Total Mandatory Electric Base Load Measures					\$
SECTION U - OPTIONAL MEASURES						
72. Ceiling Fans (Max. \$176 Per Dwelling)	#	L	+M	\$	\$	\$
73. EBL - Air Conditioning Unit Repair and Maint., Central Unit (Max. \$1100 or 50% of Repl. Per Dwelling)	#	L	+M			
74. EBL - Air Conditioning Unit Repair and Maint., Wall/Window (Max. \$448 or 50% of Repl. Per Dwelling)	#	L	+M			
75. EBL - Air Conditioning Central, Replacement (Max. \$2200 Per Dwelling)	#	L	+M			
76. EBL - Air Conditioning Wall/Window, Replacement Multi-Story Wall Unit (Max. \$895 Per Dwelling)	#	L	+M			
77. EBL - Air Conditioning Wall/Window, Replacement Multi-Story Window Unit (Max. \$685 Per Dwelling)	#	L	+M			
78. EBL - Air Conditioning Wall/Window, Replacement Single-Story Wall Unit (Max. \$580 Per Dwelling)	#	L	+M			
79. EBL - Air Conditioning Wall/Window, Replacement Single-Story Window Unit (Max. \$420 Per Dwelling)	#	L	+M			
80. EBL - Cooling Source Repair, Other Types Not Listed (Max. \$250 or 50% of Repl. Per Dwelling)	#	L	+M			
81. EBL - Cooling Source Replacement, Other Types Not Listed (Max. \$500 Per Dwelling)	#	L	+M			
82. EBL - Electric Water Heater Timer (Per Timer)	#	#	X 112.00			
83. EBL - Evaporative Cooler Installation, New Roof Unit (Max. \$975 Per Dwelling)	#	L	+M			
84. EBL - Evaporative Cooler Installation, New Wall Unit (Max. \$850 Per Dwelling)	#	L	+M			
85. EBL - Evaporative Cooler Installation, New Window Unit (Max. \$780 Per Dwelling)	#	L	+M			
86. EBL - Evaporative Cooler Installation, Replace Roof Unit (Max. \$850 Per Dwelling)	#	L	+M			
87. EBL - Evaporative Cooler Installation, Replace Wall Unit (Max. \$655 Per Dwelling)	#	L	+M			
88. EBL - Evaporative Cooler Installation, Replace Window Unit (Max. \$655 Per Dwelling)	#	L	+M			

2005 LIHEAP BIMONTHLY WEATHERIZATION EXPENDITURE/ACTIVITY REPORT

Contractor:			Contract Number:		Report Period:			Adjustment ¹ <div style="text-align: center; border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	
Prepared By (Print Name/Title):			E-mail Address:			Telephone:		Fax Number:	

SECTION U - OPTIONAL MEASURES - continued		# OF DWELLINGS	UNIT OF MEASURE OR LABOR	RATE OR MATERIALS	SUB- CONTRACTOR	OTHER LABOR	REPORT PERIOD EXPENDITURE
89.	EBL - Evaporative Cooler Repair and Maintenance (Max. \$488 or 50% of Repl. Per Dwelling)	#	L	+M	\$	\$	\$
90.	EBL - Microwave Oven (Max. \$284 Per Dwelling)	#	L	+M			
91.	Floor Foundation Venting (Max. \$360 Per Dwelling)	#	L	+M			
92.	Floor Insulation, +36" Clearance (Per Sq. Foot)	#	SF	X 1.15			
93.	Floor Insulation, -36" Clearance (Per Sq. Foot)	#	SF	X 1.40			
94.	Shadescreens (Per Sq. Foot)	#	SF	X 3.30			
95.	Shutters (Per Sq. Foot)	#	SF	X 6.00			
96.	Storm Window, Fixed - Glass Glazing (Per Sq. Foot)	#	SF	X 12.40			
97.	Storm Window, Fixed - Polycarbonate (Per Sq. Foot)	#	SF	X 18.40			
98.	Storm Window, Operable - Glass Glazing (Per Sq. Foot)	#	SF	X 13.90			
99.	Storm Window, Operable - Polycarbonate (Per Sq. Foot)	#	SF	X 21.40			
100.	Thermostat, Manual (Per Dwelling)	#		X 65.00			
101.	Thermostat, Programmable (Per Dwelling)	#		X 157.00			
102.	Tinted Window Film (Per Sq. Foot)	#	SF	X 3.30			
103.	Wall Insulation, Stucco and Wood (Per Sq. Foot)	#	SF	X 1.05			
104.	Total Optional Measures						\$

SECTION V - OTHER WEATHERIZATION COSTS		DWELLINGS	LABOR HOURS	FEES	LABOR - CREW	OTHER LABOR	REPORT PERIOD EXPENDITURE
105.	Disposal Fees	#	#	F	\$	\$	\$
106.	Permits	#	#	F			
107.	Lead-Safe Weatherization Materials	#					
108.	Total Other Weatherization Costs						\$

SECTION W - TRAVEL COSTS		DWELLINGS	MILES	RATE		REPORT PERIOD EXPENDITURE
109.	Single Family Dwelling (1 to 4 Units)	#		X		\$
110.	Multi-Family Dwelling (5 or More Units)	#		X 3.00		
111.	Mileage Outside of 60-Mile Round Trip	#		X 0.66		
112.	Total Travel Costs					\$

SECTION X - TOTAL DIRECT PROGRAM ACTIVITIES		GRAND TOTAL
113.	Total Direct Program Activities (Lines 11, 35, 44, 57, 64, 71, 104, 108, 112)	\$

INSTRUCTIONS
2005 LIHEAP BIMONTHLY WEATHERIZATION EXPENDITURE/ACTIVITY REPORT
CSD 680 (Rev. 12/04)

HEADING

Enter the name of your agency, contract number, report period, and check "Adjustment", if applicable. Enter the name of the person preparing the report, direct telephone number, fax number, and e-mail address.

REPORT ADJUSTMENT

Enter the report period to be adjusted and check (✓) the box in the Report Adjustment block. Enter the amounts to be adjusted only. Use plus (+) or minus (-) to the left of the amount being adjusted. **Do not include data already reported to CSD.**

REIMBURSEMENT CRITERIA FOR MEASURE INSTALLATION

When labor, materials, square footage, and linear footage measures are being charged, you must enter the amount in the corresponding rows/columns to obtain credit for the measure/costs. Do not leave the dwelling and the unit of measure or the labor and materials columns blank if the measure was installed.

When calculating labor costs, use only actual hours incurred for the installation of measures by crew members. Labor costs associated with supervisors, support staff, and down time are included in the approved labor rate. Travel time shall not be charged under any measure line item and is included in the travel reimbursement fees (Section W) and incorporated into the approved labor rate.

REIMBURSEMENT CRITERIA FOR MEASURE INSTALLATION BY SUBCONTRACTORS

If a Subcontractor was used to install any measure, enter the total cost for labor and materials charged by the Subcontractor in the Subcontractor column. If the Subcontractor disposes of appliances and obtains permits, include these costs within the total cost of the measure under the Subcontractor column. Do **not** include costs for appliance disposal and permits provided by a Subcontractor under Section V.

Additional materials and crew members' labor that share in the installation of a measure when a Subcontractor is used can be charged. Use the actual labor hours of crew members at the approved labor rate. Enter these costs under the Labor and Materials columns and do not include in the Subcontractor column.

If labor costs associated with support staff are incurred when using a Subcontractor and there are **no** billable crew member hours for the measure, actual labor hours for support staff time are reimbursable. A modified fixed labor rate determined by the Contractor or actual labor costs shall be used. A modified fixed labor rate that is to be used must be submitted to CSD for approval before requesting reimbursement for these costs. Enter the labor costs under the "Other Labor" column and do not include in the Subcontractor column or the Labor column for basic crew members.

REIMBURSEMENT CRITERIA FOR DISPOSAL FEES AND PERMITS

Contractor shall bill under Section V the actual labor hours incurred by weatherization crew members or other personnel associated with the direct facilitation of the disposal of appliances and the procurement of permits. Labor hours for other personnel are billable only if there are no billable hours for weatherization crew members for these services. The approved labor rate will be allowable for weatherization crew members only. For other personnel, a modified fixed labor rate determined by the Contractor or actual labor costs shall be used.

Contractor must be able to substantiate all labor hours and labor costs charged.

PAGE 1

SECTION A – ADMINISTRATIVE COSTS

Line 1 – Administrative Costs - Enter the actual expenditures incurred for Administration. Include salaries, wages, workers compensation, and fringe benefits for administrative staff, accounting, audit, equipment, facilities, office supplies, telephone, travel, utilities, and miscellaneous. Enter the actual expenditures for Intake (for informational use only) that exceeds 2% in the space provided (under line 1) and include the amount in the actual expenditures charged to Administrative Costs on line 1.

SECTION B – OTHER PROGRAM COSTS

Line 2 – Liability Insurance - Enter the actual expenditures incurred for Liability Insurance. Include insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

Line 3 – Training - Enter the actual expenditures incurred for Training. Include those costs associated with weatherization-related training, both internal and external, including actual labor costs, training materials, admissions, and travel expenditures. Do not use the approved labor rate.

Line 4 – Vehicle and Equipment - Enter the actual expenditures incurred for Vehicle and Equipment over \$5,000 per unit. Purchases under \$5,000 are included in the approved labor rate with the exception of Duct Blaster purchases. For 2005 only, Duct Blasters may be charged to this line item. Enter the actual expenditures incurred for the purchase of Duct Blasters (for informational use only) in the space provided (under line 4) and include the amount in the actual expenditures charged to Vehicle and Equipment on line 4.

Line 5 – Total Other Program Costs - Enter the sum of lines 2 through 4.

SECTION C – PROGRAM COSTS

Line 6 – Intake - Enter the actual expenditures incurred for Intake. Intake is defined as the act of determining if a person seeking LIHEAP assistance is eligible for such services. Includes, but is not limited to, the process of completing an intake form and reviewing applicant's documentation in order to verify eligibility.

Line 7 – Direct Program Activities - Transfer the total amount from Section X, line 113.

Line 8 – Outreach - Enter the actual expenditures incurred for Outreach.

Line 9 – Workers' Compensation - Enter the actual expenditures incurred for Workers' Compensation. Do not include expenditures associated with those salaries charged under administration.

Line 10 – Total Program Costs - Enter the sum of lines 6 through 9.

SECTION D – TOTAL EXPENDITURES

Enter the sum of lines 1, 5, and 10. This total represents the total reimbursement for the period.

PAGE 2**SECTION E – TYPES OF DWELLINGS WEATHERIZED**

Lines 1 through 9 – Types of Dwellings Weatherized - Enter the number of Dwellings Weatherized by dwelling type. Count each dwelling once.

Lines 10 – Total Units Weatherized - Enter the sum of lines 1 through 9. This total should equal the totals in Sections F, G, and H.

SECTION F – NUMBER OF HOUSEHOLDS ASSISTED WITH GROSS MONTHLY INCOMES

Lines 11 through 15 - Gross Monthly Income Ranges - Enter the number of Households Assisted in the appropriate range. Count each household once.

Line 16 – Total Households with Gross Monthly Incomes - Enter the sum of lines 11 through 16. This total should equal the totals in Sections E, G, and H.

SECTION G – NUMBER OF HOUSEHOLDS ASSISTED BY ENERGY BURDENS

Line 17 through 22 –Energy Burden Ranges - Enter the number of Households Assisted in the appropriate range. Count each household once.

Line 23 – Total Households by Energy Burden - Enter the sum of lines 17 through 22. This total should equal the totals in Sections E, F, and H.

SECTION H – PROGRAM LEVERAGING

Lines 24 through 25 – Leveraged Units - Enter the total number of LIHEAP only units on line 24 including those completed units that were leveraged with non-CSD programming funds. Enter those completed units that were leveraged between both LIHEAP and DOE on line 25.

Line 26 – Total Units Leveraged - Enter the sum of lines 24 and 25. This total should equal the totals in Sections E, F, and G.

SECTION I – NUMBER OF HOUSEHOLDS ASSISTED WITH AT LEAST ONE MEMBER WHO IS:

Lines 27 through 31 – Number of Households Assisted with at Least One Member In a Vulnerable Population Category - Enter the number of households who fall within the listed vulnerable population categories. A household may be counted in more than one category. The number in line 29 is not a total of lines 30 and 31.

SECTION J – VULNERABLE POPULATION

Line 32 – Number of Dwellings Weatherized with at Least One Vulnerable Population Client per Household - Enter the number of households with at least one vulnerable population client.

Line 33 – Percent of Households Weatherized with Vulnerable Population - Divide line 32 in this section by line 10 in Section E and enter the result.

SECTION K – AVERAGE HOUSEHOLD ENERGY BURDEN

Line 34 – Average Household Energy Burden – From the Intake applications, calculate the average energy burden percentage (%) of weatherization households assisted within the reporting period.

SECTION L – OTHER UNIT TYPES

Line 35 through 38 – Other Unit Types - Enter the number of units in the appropriate category.

Line 39 – Units Receiving Assessments and/or Diagnostic Tests But No Other Weatherization Services – Enter the number of units that received assessments and/or diagnostic tests but did not receive any weatherization services due to the inaccessibility of the dwelling and/or the unfeasibility of all measures.

SECTION M – LEAD-SAFE WEATHERIZED UNITS

Line 40 – Units Built Before 1979 - Enter the number of units built before 1979 including HUD units.

SECTION N – HOUSING AND URBAN DEVELOPMENT UNITS

Lines 41 through 43 – HUD Units - Enter the number of HUD units weatherized, HUD units built before 1979, and HUD units requiring certified lead-safe inspections. The total HUD units built before 1979 should also be included in Section M, line 40.

PAGES 3 - 6

SECTION O – ASSESSMENTS AND DIAGNOSTICS

Lines 1 through 9 – Assessments and Diagnostics -

Enter the number of dwellings in the applicable activity. Each unit shall receive a unit assessment and, if applicable, a CAS test and either a blower door or Duct Blaster test. If a Duct Blaster is used for determination of duct leakage in a unit, the blower door test cannot also be charged. Multiply the number of dwellings times the rate and enter the sum in the Report Period Expenditure column.

Note: When furnace repairs or replacements are being provided through ECIP HCS in conjunction with LIHEAP or DOE weatherization, the assessment and CAS testing for the unit shall be charged to weatherization and not ECIP HCS.

Line 10 - Contractor Post Weatherization Inspection - Enter the number of dwellings that received a post inspection during this period. Reimbursement is based on the actual labor hours of the inspection activity at the approved labor rate, up to a maximum of three hours per dwelling. Multiply the number of actual labor hours including travel time multiplied by the

approved labor rate and enter the sum in the Report Period Expenditure column.

Note: Contractor shall perform Post-Weatherization Inspections on twenty-five percent (25%) of the total weatherized dwellings per reporting period. Inspections performed above the 25% requirement are not reimbursable; however, if due to rounding, the number of required inspections does not equal twenty-five percent (25%), the number of required inspections performed shall be rounded up and the maximum reimbursement limit will be increased accordingly.

Line 11 – Total Assessments - Enter the sum of lines 1 through 10.

SECTION P – MANDATORY HEALTH + SAFETY MEASURES

Lines 12 through 34 – Mandatory Health + Safety Measures - Measures are required when safety hazards exist due to combustion appliances being used in the home. Enter the number of dwellings that received these measures. Calculate the cost by using actual labor hours of crew members only and materials used and/or subcontractor fees and entering the sum in Report Period Expenditure column. If crew members were required to perform some work in conjunction with the Subcontractor, labor calculated on the actual labor hours for crew members only and materials should be entered under labor and materials. Labor costs in association with supervision and support staff are included in the approved labor rate.

Note: When a Vented Heat Source Replacement is performed, in addition to all assessments and other installed weatherization measures, the total maximum investment per dwelling can be increased to \$4,234.

Carbon Monoxide Alarm is not a carbon monoxide-producing device. It is required when the home operates carbon monoxide producing appliances. If client refuses the installation of a carbon monoxide detector, document the refusal in the client's intake application and have the client initial/sign.

Line 35 – Total Mandatory Health + Safety Measures - Enter the sum of lines 12 through 34.

SECTION Q - MANDATORY INSULATION MEASURES

Lines 36 through 43 – Mandatory Insulation Measures - Enter the number of homes that received ceiling, duct, and kneewall insulation under the applicable line item. Calculate the cost by multiplying the square footage times the rate and enter the sum in the Report Period Expenditure column.

Line 44 – Total Mandatory Insulation Measures - Enter the sum of lines 36 through 43.

SECTIONS R THROUGH U – MANDATORY INFILTRATION REDUCTION, MANDATORY GENERAL HEAT WASTE MEASURES, MANDATORY EBL, AND OPTIONAL MEASURES

Lines 45 through 103 – Mandatory and Optional Measures - Enter the number of dwellings and the unit of measure as applicable. Calculate the cost by using actual labor hours of crew members only and materials used, by multiplying the unit of measure times the fixed rate (where applicable) and/or subcontractor fees. Enter the sum in the Report Period Expenditure column.

Note: If costs for an installed measure are greater than the allowed maximum, minor envelope repair cannot be used to offset the additional costs. Written authorization to exceed a maximum must be obtained from the Contractor's Field Representative and the additional costs must be charged to the appropriate measure. The only exceptions are Window Replacement that has a maximum average and emergency after-hours heating and cooling services.

Lines 57, 64, 71, and 104 – Section Totals - Enter the sum of lines 45 through 56 in line 57, lines 58 through 63 in line 64, lines 65 through 70 in line 71 and lines 72 through 103 in line 104.

SECTION V - OTHER WEATHERIZATION COSTS

Lines 105 through 106 – Disposal Fees and Permits - Enter the number of dwellings, number of fees, total fees paid and labor costs. Refer to the Reimbursement Criteria for Disposal Fees and Permits at the beginning of these instructions. Appliance disposal and permits provided by a Subcontractor should be included in the Subcontractor column for the measure associated with such fees. Do not include the Subcontractor's costs for these items in this section. Enter the sum in the Report Period Expenditure column.

Line 107 – Lead-Safe Weatherization Materials - Enter the number of dwellings that received lead-safe weatherization for the period. Crew members' labor hours associated with lead-safe weatherization shall be included in minor envelope repair or the measure associated with the performance of lead-safe weatherization. Enter the total materials in the Report Period

Expenditure column.

Line 108 – Total Other Weatherization Costs – Enter the sum of lines 105 through 107.

SECTION W – TRAVEL

Line 109 - Single Family Dwelling - Enter the number of single-family dwellings (1 to 4 units) and multiply by the approved labor rate. Enter the sum in the Report Period Expenditure column.

Line 110 – Multi-Family Dwelling - Enter the number of multi-family dwellings (5 or more units) and multiply by \$3.00 and enter the sum in the Report Period Expenditure column.

Line 111 – Mileage Outside of 60-Mile Round Trip - Enter the number of dwellings where the round-trip travel exceeds 60 miles. Enter the miles that exceed the 60-mile limit and multiply by \$0.66. Enter the sum in the Report Period Expenditure column. Mileage must be documented in order to receive reimbursement.

Note: Only one travel charge and mileage allowance is allowed per SFD completed unit; however for MUD units, mileage reimbursement is limited to a single round-trip per day.

Line 112 – Total Travel Costs - Enter the sum of lines 109 through 111.

SECTION X – TOTAL DIRECT PROGRAM ACTIVITIES

Line 113 – Total Direct Program Activities - Enter the sum of lines 11, 35, 44, 57, 64, 71, 104, 108, and 112. Enter this number in Section C line 7 on page 1.

LIHEAP EXCESS REVENUE AND INTEREST INCOME EXPENDITURE AND CLOSE-OUT REPORT

Contractor Name:		Contract Term:		Contract Number:		Report Period:	
Prepared By:		Email Address:					
Telephone Number:		Fax Number:		Expenditure Report <input type="checkbox"/>		Adjustments <input type="checkbox"/>	
						Close-Out Report <input type="checkbox"/>	


SECTION A - AVAILABLE FUNDS		ECIP - FT/WPO HEAP WPO	ECIP HCS	WEATHERIZATION	ASSURANCE 16
1.	Interest Income Earnings Balance through 2003	\$	\$	\$	\$
2.	Excess Revenue Earnings Balance through 2003				
3.	Interest Income Earnings for PY 2004				
4.	Excess Revenue Earnings for PY 2004				
5.	Section A, Subtotal Available Funds	\$	\$	\$	\$
GRAND TOTAL (All Programs from Line 5)		[A] → \$			

SECTION B - EXPENDITURES ¹					
Administrative Costs					
6.	Total Administrative Costs ²	\$	\$	\$	\$
Program Support Costs					
7.	Intake	\$	\$	\$	
8.	Outreach				
9.	Training				
10.	Subtotal Program Support Costs	\$	\$	\$	
Program Costs					
11.	Client Assistance Payments ³	\$			
12.	<i>Actual Cost</i> Labor		\$	\$	
13.	<i>Actual Cost</i> Materials Installed				
14.	Equipment				
15.	Other Program Costs				\$
16.	Subtotal Program Costs	\$	\$	\$	\$
17.	Total Expenditures (Section B: Lines 6, 10, and 16)	\$	\$	\$	\$
GRAND TOTAL (All Programs from Line 17)		[B] → \$			

SECTION C - ENDING BALANCE	
18.	Ending Balance (Grand Total, Section A minus Grand Total, Section B)
[A] - [B] → \$	

SECTION D - TOTAL HOUSEHOLDS		ECIP - FT/WPO HEAP WPO	ECIP HCS	WEATHERIZATION	ASSURANCE 16
19.	Total households served with expenditure of Section B funds.	#	#	#	#

CONTRACTOR'S CERTIFICATION: The authorized signature below certifies that this report is a true and accurate presentation of actual expenditures and activities completed during the reporting period and/or close out, and that these expenditures and activities were completed in accordance with the purpose and conditions of the Low-Income Home Energy Assistance Program.

Authorized Person (Print Name/Title)	Signature 	Date
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¹ These expenditures must be disclosed in the Audit Report.

² Cannot exceed contractual limitation on allowable administrative costs.

³ Includes Wood/Propane/Oil, Fast Track, and HEAP Electric and Gas Payments.

Instructions**LIHEAP EXCESS REVENUE AND INTEREST INCOME EXPENDITURE AND CLOSE-OUT REPORT
CSD 733 (Rev. 11/04)**

At the discretion of the Contractors, expenditures may be reported during the bimonthly reporting periods and/or during the closeout process by utilizing this dual-purpose form.

EXCESS REVENUE

Excess Revenue is defined as the difference between "Total Actual LIHEAP Revenue" less "Total Actual LIHEAP Costs". If "Total Actual LIHEAP Revenues" are less than "Total Actual LIHEAP Costs, there is no excess revenue. The difference between the reimbursement for the installation of measures and the contractor's actual cost of weatherization measures during the contract term period.

INTEREST INCOME

The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

HEADING

Enter the Contractor Name, Contract Term, Contract Number, preparer's name, telephone number, and fax number. Enter the report period and check the box marked expenditure report, or enter the report period to be adjusted and check the adjustment box, if applicable. Enter the amounts to be adjusted only by using plus (+) or minus (-) to the left of the amount adjusted. Do not include data already reported to CSD. If this form is utilized during the closeout process check the box marked closeout report.

SECTION A – AVAILABLE FUNDS

Line 1 – 2 Interest Income Earnings and Excess Revenue Earnings Balances thru 2003 - Enter the balance of funds earned through the 2003 PY in Interest Income and/or Excess Revenue for ECIP (FT/ WPO), HEAP WPO, ECIP HCS, Weatherization and Assurance 16.

Line 3 – 4 – Interest Income Earnings and Excess Revenue Earnings for PY 2004 - Enter amount of funds earned for the current 2004 PY in Interest Income and/or Excess Revenue for ECIP (FT/ WPO), HEAP WPO, ECIP HCS, Weatherization and Assurance 16.

Line 5 – Section A Subtotal Available Funds - Enter the sum of lines 1 through 4 for each program column.

Grand Total

Enter the sum of the subtotals for each program column from line 5.

SECTION B – EXPENDITURES**Administrative Costs**

Line 6 – Administrative Costs - Enter the actual expenditures incurred for Administration. NOTE: Allowable administration costs cannot exceed contractual limitations.

Program Support Costs

Line 7 – Intake - Enter the actual expenditures incurred for intake. Intake is defined as the act of determining if a person seeking assistance is eligible for such services. Includes, but is not limited to, the process of completing an intake form and reviewing applicant's documentation in order to verify eligibility.

Line 8 – Outreach – Enter the actual expenditures incurred for Outreach.

Line 9 – Training – Enter the actual expenditures incurred for Training.

Line 10 – Subtotal Program Support Costs – Enter the sum of lines 7 through 9 for each program column.

Program Costs

Line 11 – Client Assistance Payments - Enter the actual expenditures incurred for Client Assistance Payments, which may include WPO, Fast Track, and/or HEAP payments.

Lines 12 – 13 – Actual Cost Labor and Actual Cost Materials - Enter the actual expenditures incurred for labor and materials used for the installation of weatherization measures. **NOTE: Fixed fee measures cannot be reported, only actual costs.**

Lines 14 -15 – Equipment and Other Program Costs - Enter the actual expenditures incurred for equipment purchases and all other program costs.

Line 16 – Subtotal Program Costs - Enter the sum of lines 11 through 15 for each program column.

Line 17 – Section B Total Expenditures - Enter the sum of Section B: lines 6, 10, and 16 for each program column.

Grand Total

Add the sum of the subtotals for each program column from line 17.

SECTION C – ENDING BALANCE

Line 18 – Ending Balance - To calculate the ending balance, subtract the reported expenditures entered on the grand total line item in Section B, from the grand total line item in Section A.

SECTION D – TOTAL HOUSEHOLDS

Line 19 – Total Households Served with Expenditures of Section B Funds - If excess revenue and/or interest income funds are used for direct services such as client assistance payments, actual labor costs, actual materials installed, report the number of households served in each applicable program column.

Department of Community Services and Development

Energy Intake Form

CSD 43 (Rev. 10/04) Shaded Areas For Official Use Only

0	5						0	0	0	0				
Priority Points						A.C.C.								

Utility Assistance:	Weatherization:
<input type="checkbox"/> HEAP <input type="checkbox"/> Fast Track <input type="checkbox"/> Supplement _____	<input type="checkbox"/> DOE <input type="checkbox"/> LIHEAP WX <input type="checkbox"/> ECIP HCS

Agency:		Intake Initials:		Intake Date:	
First Name		Middle Initial	Last Name		
Mailing Address				Unit Number	
Mailing City		Mailing County	Mailing State	Mailing ZIP Code	
Service Address (Do not use P.O. Box.)				Unit Number	
Service City		Service County	Service State	Service ZIP Code	
		CA			

Social Security Number	Telephone Number <input type="checkbox"/> Message	Total number of persons living in _____ household, including applicant.
<div></div>	()	

You may also be eligible for a discount on your monthly energy cost for each utility company's reduced rate program.	
Which utility company do you wish to be paid?	Energy Cost
Account Number	Energy Burden %
Name of Customer on Utility Bill	
<input type="checkbox"/> Check here if utilities are included in rent or if sub-metered.	

Enter total gross monthly income for all persons living in the household:	
TANF	\$ _____
SSI/SSP	\$ _____
SSA	\$ _____
Paycheck(s)	\$ _____
Interest	\$ _____
Pension	\$ _____
Other	\$ _____
TOTAL	\$ _____

For Official Use Only Weatherization Assessment	<input type="checkbox"/> Type of Cooling 1 Window/Wall 2 Central 3 Evap. Cooler 4 Fan(s) 5 Portable Device 6 None 7 Other: _____	<input type="checkbox"/> Type of Water Heater 1 Gas 2 Electric 3 Other: _____	Demographics Enter the number of persons in your household who are: 1 2 years or under 2 Ages 3 to 5 3 Ages 6 to 18 4 Elderly (60 years or older) 5 Disabled 6 Migrant Farmworker 7 Native American 8 Limited-English Speaking 9 Seasonal Farmworker
	<input type="checkbox"/> Primary Heating Fuel 1 Electric 2 Natural gas 3 Wood 4 Propane 5 Fuel Oil 6 Kerosene 7 None 8 Other: _____	<input type="checkbox"/> Type of Range 1 Gas 2 Electric 3 Other: _____	
<input type="checkbox"/> Type of Dwelling SFD-Owner (1-4 attached units) SFD-Rental (1-4 attached units) MFD-Owner (5 or more units) MFD-Rental (5 or more units) Mobile Home-Owner Mobile Home-Rental 7 Shelter # _____ Residents/Units Unoccupied Dwelling(s) _____		Other <input type="checkbox"/> HUD Unit <input type="checkbox"/> Built Pre-1979 <input type="checkbox"/> Lead-Free Cert <input type="checkbox"/> Non Applicable	Primary Heating Type <input type="checkbox"/> No Primary Heating <input type="checkbox"/> Portable Device <input type="checkbox"/> Window/Wall <input type="checkbox"/> Fau <input type="checkbox"/> Other _____

<input type="checkbox"/> House Weatherized	<input type="checkbox"/> Referred for Weatherization	<input type="checkbox"/> Referred for RRP	<input type="checkbox"/> Referred for ECIP HCS
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The information on this application will be used to determine and verify my eligibility for assistance. My signature gives consent for this information to be shared with other offices of the state and federal governments, their designated subcontractors, my utility company(ies), and for my utility company(ies) to share information with other offices of the state and federal governments. I understand that for LIHEAP, I may request a hearing to appeal denial of eligibility or delay in service delivery (over 90 days from receipt of application). If applicable, I hereby authorize installation of weatherization measures to my residence at no cost to me. I declare, under penalty of perjury, that the information on this application is true, correct, and that the funds received will be used solely for the purpose of paying my energy costs.		
Applicant's Signature	Date	Witness' Signature (if signed with an X)

AGENCY NAME: Community Services and Development (CSD). UNIT RESPONSIBLE FOR MAINTENANCE: Home Energy Assistance Program (HEAP). AUTHORITY: Government Code Section 16367.6 (a) Names CSD as the agency responsible for managing HEAP. PURPOSE: The information you provide will be used to decide if you are eligible for a LIHEAP payment and/or the Reduce Rate Program. GIVING INFORMATION: This program is voluntary. If you choose to apply for assistance, you must give all required information. OTHER INFORMATION: CSD uses statistical definitions from the annual update of the Department of Health and Human Services' State Median Income, Federal Income Poverty Guidelines, to determine program eligibility. During application processing, CSD's designated subcontractor may need to ask you for more information to decide your eligibility for either or both programs. ACCESS: CSD's designated subcontractor will keep your completed application and other information, if used, to determine your eligibility. You have the right to access all records holding information about you.

CSD does not discriminate in the provision of services on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.